

**RETURN WITH BID**

LETTING DATE June 11, 2010

ITEM NUMBER 15A

Proposal Submitted By

Name \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

9 Digit Zip Code \_\_\_\_\_ Telephone Number \_\_\_\_\_

FEIN Number \_\_\_\_\_ FAX Number \_\_\_\_\_

E-Mail Address \_\_\_\_\_

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

**NOTICE TO PROSPECTIVE BIDDERS**

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

**PROPOSAL COVER SHEET**



**Illinois Department of Transportation**  
**DIVISION OF AERONAUTICS**

AIRPORT Quad City International

MUNICIPAL DESIGNATION Moline

COUNTY DESIGNATION Rock Island

ILLINOIS PROJECT NO. MLI-3791

FEDERAL PROJECT NO. 3-17-0068-xx

**For engineering information, contact Denny Martin of Missman, Stanley & Associates at (309) 788-7644.**

**FAA rules prohibit the use of escalation clauses for materials. Therefore, the Division of Aeronautics cannot offer a bituminous material cost adjustment provision for projects utilizing federal funds.**

PLEASE MARK THE APPROPRIATE BOX BELOW:

A Bid Bond is included.

A Cashier's Check or a Certified Check is included.

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## INSTRUCTIONS

**ABOUT IDOT PROPOSALS:** All proposals issued by IDOT are potential bidding proposals. Each proposal contains all Certifications and Affidavits, a Proposal Signature Sheet and a Proposal Bid Bond required for Prime Contractors to submit a bid after written **Authorization to Bid** has been issued by IDOT's Central Bureau of Construction. In addition, this proposal contains new statutory requirements applicable to the use of subcontractors and, in particular, includes the State Required Ethical Standards Governing Subcontractors to be signed and incorporated into all subcontracts.

**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. To request authorization, a potential bidder must complete and submit Part B of the Request for Authorization to Bid/or Not For Bid Status form (BDE 124 INT) and submit an original Affidavit of Availability (BC 57).

**WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?:** When a prospective prime bidder submits a "**Authorization to Bid or Not for Bid**" form, he/she must indicate at that time which items are being requested For Bidding purposes. Only those items requested For Bidding will be analyzed. After the request has been analyzed, the bidder will be issued a **Authorization to Bid or Not for Bid Report**, approved by the Central Bureau of Construction, 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. If a contractor has requested to bid but has not received a **Authorization to Bid or Not for Bid Report**, they should contact the Central Bureau of Construction in advance of the letting date.

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

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

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

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

### WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

Questions Regarding	Call
Prequalification and/or Authorization to Bid	(217)782-3413
Preparation and submittal of bids	(217)782-7806



TO THE DEPARTMENT OF TRANSPORTATION

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

for the improvement officially known as:

(a) Quad City International Airport

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

**Runway 9/27 Reconstruction,**

**which includes the Base Bid, Additive Alternate No. 1 and Additive Alternate No. 2**

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

The specifications are those prepared by the Department of Transportation, Division of Aeronautics and designated as "Standard Specifications for Construction of Airports," latest editions located on the IDOT website at <http://www.dot.il.gov/aero/airspecs.html>, and the "Special Provisions" thereto, adopted and in effect on the date of invitation for bids.

3. **COMPLETION TIME/LIQUIDATED DAMAGES.** This contract includes the closing of existing Runway 9-27 at Quad City International Airport. Runway 9-27 is the only ILS (Instrument Landing System) runway at the airport. The airport cannot operate during low visibility conditions without Runway 9-27. 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 Base Bid work within 178 calendar days, unless additional time is granted by the Engineer in accordance with the provisions of the specifications. If additive alternate No. 1 is awarded, two (2) additional calendar days will be granted. If additive alternate No. 2 is awarded, three (3) additional calendar days will be granted. The work on this project will be broken into two (2) time segments to facilitate, to the greatest extent possible, the completion of this project in as timely a manner as possible in the 2011 construction season. The first time segment will be during calendar year 2010. During this time segment, only work on Stage 1 and North Stage 4, all as selected and approved by the Resident Engineer, may be worked on by the contractor. The total calendar days charged for work performed during 2010 will be added to the awarded Contract Time. The Contractor is encouraged to do as much of the selected work as possible during this time to accelerate the time of opening of Runway 10-28 in the Spring of 2011. The second time segment is for the remainder of the work to be accomplished in calendar year 2011. The Contractor's ability or inability to perform work in 2010, regardless of the reasons, shall have no effect on the number of calendar days granted for work performed during 2011. 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, a sum of \$5,000.00 per calendar day, 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.

A daily charge of \$5,000.00 shall be made for every day shown on the calendar beyond the specified contract time in calendar days.

**RETURN WITH BID**

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

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

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

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

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

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

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

The proposal guaranty check will be found in the proposal for:                      Item \_\_\_\_\_

Airport \_\_\_\_\_

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

## RETURN WITH BID

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

A combination bid is a total bid received on 2 or more proposals. No combination bids other than those specifically set up by the Department will be considered. Separate proposal forms will be issued for each project in the combination so bids may be submitted on the combination as well as on separate units of the combination. The Department reserves the right to make awards on combination bids or separate bids to the best advantage of the Department.

If a combination bid is submitted on 2 or more proposals, separate proposals on each individual contract shall also be submitted, and unless separate proposals are so submitted, the combination bid will not be considered. If the bidder desires to submit a combination bid, the bidder shall state, in the place provided in the proposal form, the amount of the combination bid for the entire combination.

If a combination bid is submitted on any stipulated combination, and errors are found to exist in computing the gross sum bid on any one or more of the individual proposals, corrections shall be made, by the Department and the amount of the combination bid shall be corrected so that it will be in the same proportion to the sum of the corrected gross sum bid as the combination bid submitted was to the sum of the gross sum bid submitted.

The following provisions shall govern combination bidding:

- (a) A combination bid which is submitted for 2 or more proposals and awarded on that basis shall have the bid prorated against each proposal in proportion to the bid submitted for each proposal.
- (b) Separate contracts shall be executed for each individual proposal included in the combination.
- (c) The contract time for all contracts awarded on a combination bid shall be the sum of all calendar days contained within each contract included in the combination, unless otherwise provided in the contracts.
- (d) In the event the Contractor fails to complete any or all of the contracts on the combination bid within the contract time, including any authorized extension, the liquidated damages shall be determined from the schedule of deductions shown above in paragraph 3 for each day of overrun in contract time, based on the combination bid total, and shall be computed on the combination and prorated against the 2 or more individual contracts based on the dollar value of each contract.
- (e) The plans and Special Provisions for each separate contract shall be construed separately for all requirements, except as described in paragraphs (a) through (d) listed above.

**RETURN WITH BID**

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

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

**Schedule of Combination Bids**

Combination No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

8. **SCHEDULE OF PRICES.** The undersigned submits herewith, in accordance with the rules and instructions, a schedule of prices for the items of work for which bids are sought. The unit prices bid are in U.S. dollars and cents, and all extensions and summations have been made. The bidder understands that the quantities appearing in the bid schedule are approximate and are provided for the purpose of obtaining a gross sum for the comparison of bids. If there is an error in the extension of the unit prices, the unit prices shall govern. Payment to the contractor awarded the contract will be made only for actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as provided elsewhere in the contract.
  
9. **AUTHORITY TO DO BUSINESS IN ILLINOIS.** Section 20-43 of the Illinois Procurement Code (30 ILCS 500/20-43) provides that a person (other than an individual acting as a sole proprietor) must be a legal entity authorized to do business in the State of Illinois prior to submitting the bid.

STATE JOB #- - - -

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT NUMBER - QU007

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COUNTY NAME	CODE	DIST	AIRPORT NAME	FED PROJECT	ILL PROJECT
ROCK ISLAND	161	02	QUAD-CITY INTERNATIONAL	3-17-0068-XX	ML-I -3791

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

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AR108108	1/C #8 5 KV UG CABLE	L.F.	15,770.000	X	=		
AR108158	1/C #8 5 KV UG CABLE IN UD	L.F.	850.000	X	=		
AR108208	2/C #8 5 KV UG CABLE	L.F.	735.000	X	=		
AR108258	2/C #8 5 KV UG CABLE IN UD	L.F.	2,650.000	X	=		
AR109210	VAULT MODIFICATIONS	L.S.	1.000	X	=		
AR110014	4" DIRECTIONAL BORE	L.F.	90.000	X	=		
AR110212	2" STEEL DUCT, DIRECT BURY	L.F.	17,200.000	X	=		
AR110213	3" STEEL DUCT, DIRECT BURY	L.F.	55.000	X	=		
AR110501	1-WAY CONC. ENCASED DUCT	L.F.	55.000	X	=		
AR110502	2-WAY CONCRETE ENCASED DUCT	L.F.	140.000	X	=		
AR110503	3-WAY CONCRETE ENCASED DUCT	L.F.	55.000	X	=		
AR110506	6-WAY CONCRETE ENCASED DUCT	L.F.	26.000	X	=		
AR110710	ELECTRICAL MANHOLE	EACH	2.000	X	=		
AR110900	REMOVE DUCT	L.F.	45.000	X	=		
AR125110	SEMIFLUSH RETROREFLECTIVE MARKER	EACH	1.000	X	=		

QUAD-CITY INTERNATIONAL  
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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AR125442	TAXI GUIDANCE SIGN, 2 CHARACTER	EACH	3.000 X		=		
AR125443	TAXI GUIDANCE SIGN, 3 CHARACTER	EACH	2.000 X		=		
AR125446	TAXI GUIDANCE SIGN, 6 CHARACTER	EACH	1.000 X		=		
AR125461	TAXI GUIDANCE SIGN, SPECIAL	EACH	3.000 X		=		
AR125525	HIRL, INPAVEMENT	EACH	10.000 X		=		
AR125560	RUNWAY DISTANCE REMAINING SIGN	EACH	1.000 X		=		
AR125565	SPLICE CAN	EACH	5.000 X		=		
AR125902	REMOVE BASE MOUNTED LIGHT	EACH	1.000 X		=		
AR125903	REMOVE INPAVEMENT LIGHT	EACH	10.000 X		=		
AR125904	REMOVE TAXI GUIDANCE SIGN	EACH	2.000 X		=		
AR125906	REMOVE SPLICE CAN	EACH	3.000 X		=		
AR125920	REPLACE	EACH	1.000 X		=		
AR125942	ADJUST BASE MOUNTED LIGHT	EACH	30.000 X		=		
AR125943	ADJUST INPAVEMENT LIGHT	EACH	6.000 X		=		
AR125962	RELOCATE BASE MOUNTED LIGHT	EACH	4.000 X		=		

QUAD-CITY INTERNATIONAL  
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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AR125964	RELOCATE TAXI GUIDANCE SIGN	EACH	1.000	X	=		
AR125966	RELOCATE SPLICE CAN	EACH	5.000	X	=		
AR125982	REFURBISH BASE MOUNTED LIGHT	EACH	106.000	X	=		
AR125983	REFURBISH INPAVEMENT LIGHT	EACH	2.000	X	=		
AR125984	REFURBISH TAXI GUIDANCE SIGN	EACH	9.000	X	=		
AR150510	ENGINEER'S FIELD OFFICE	L.S.	1.000	X	=		
AR150530	TRAFFIC MAINTENANCE	L.S.	1.000	X	=		
AR152410	UNCLASSIFIED EXCAVATION	C.Y.	3,300.000	X	=		
AR152419	UNCLASSIFIED DISPOSAL OFFSITE	C.Y.	28,900.000	X	=		
AR156500	TEMPORARY EROSION CONTROL	L.S.	1.000	X	=		
AR156540	RIPRAP	S.Y.	200.000	X	=		
AR209510	CRUSHED AGGREGATE BASE COURSE	TON	53,390.000	X	=		
AR209600	GEOTEXTILE FABRIC	S.Y.	53,600.000	X	=		
AR401610	BITUMINOUS SURFACE COURSE	TON	13,000.000	X	=		
AR401630	BITUMINOUS SURFACE TEST SECTION	EACH	1.000	X	=		

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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AR401650	BITUMINOUS PAVEMENT MILLING	S.Y.	143,800.000	X	=		
AR401900	REMOVE BITUMINOUS PAVEMENT	S.Y.	250.000	X	=		
AR402621	POROUS FRICTION COURSE, 1"	S.Y.	11,025.000	X	=		
AR403610	BITUMINOUS BASE COURSE	TON	8,280.000	X	=		
AR403630	BITUMINOUS BASE TEST SECTION	EACH	1.000	X	=		
AR501510	10" PCC PAVEMENT	S.Y.	24,210.000	X	=		
AR501514	14" PCC PAVEMENT	S.Y.	108,690.000	X	=		
AR501517	17" PCC PAVEMENT	S.Y.	2,100.000	X	=		
AR501530	PCC TEST BATCH	EACH	1.000	X	=		
AR501540	PCC PAVEMENT GROOVING	S.Y.	117,520.000	X	=		
AR501900	REMOVE PCC PAVEMENT	S.Y.	2,100.000	X	=		
AR602510	BITUMINOUS PRIME COAT	GAL.	16,980.000	X	=		
AR603510	BITUMINOUS TACK COAT	GAL.	5,340.000	X	=		
AR620510	PAVEMENT MARKING	S.F.	174,040.000	X	=		
AR620900	PAVEMENT MARKING REMOVAL	S.F.	2,770.000	X	=		

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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AR705506	6" PERFORATED UNDERDRAIN	L.F.	17,312.000	X	=		
AR751540	MANHOLE 4'	EACH	4.000	X	=		
AR751550	MANHOLE 5'	EACH	3.000	X	=		
AR751570	MANHOLE-SPECIAL	EACH	26.000	X	=		
AR751903	REMOVE MANHOLE	EACH	7.000	X	=		
AR751944	ADJUST MANHOLE - PAVEMENT	EACH	10.000	X	=		
AR751945	ADJUST MANHOLE - NON PAVEMENT	EACH	11.000	X	=		
AR751963	RELOCATE MANHOLE	EACH	5.000	X	=		
AR751983	RECONSTRUCT MANHOLE	EACH	1.000	X	=		
AR752900	REMOVE END SECTION	EACH	1.000	X	=		
AR770510	10" SANITARY SEWER	L.F.	517.000	X	=		
AR770704	SANITARY MANHOLE 4'	EACH	3.000	X	=		
AR801605	REPLACE TAXI GUIDANCE SIGN PANEL	EACH	66.000	X	=		
AR801606	SCAN SYSTEM UPGRADE	L.S.	1.000	X	=		
AR801614	SUPPLY TAXI GUIDANCE SIGN PANEL	EACH	70.000	X	=		

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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AR801617	LIGHTED RUNWAY CLOSURE MARKER	EACH	2.000		=		
AR801630	2" STEEL DUCT IN CONCR TRENCH	L.F.	230.000		=		
AR801631	EXTEND CASING	L.F.	58.000		=		
AR801632	REMOVE LIGHT EQUIPMENT	EACH	18.000		=		
AR801633	6" STEEL DUCT, DIRECT BURY	L.F.	55.000		=		
AR801634	RUNWAY GUARD LIGHT	EACH	2.000		=		
AR901510	SEEDING	ACRE	19.000		=		
AR908513	MULCHING-METHOD 3	ACRE	19.000		=		
AR908520	EXCELSIOR BLANKET	S.Y.	1,500.000		=		
				SUBTOTAL BASE		\$	

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

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

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AS705506	6" PERFORATED UNDERDRAIN	L.F.	955.000 X		=		
AS705508	8" PERFORATED UNDERDRAIN	L.F.	1,065.000 X		=		
AS705548	8" NON PERFORATED UNDERDRAIN	L.F.	100.000 X		=		
AS751411	INLET-TYPE A	EACH	1.000 X		=		
AS751415	INLET-SPECIAL	EACH	1.000 X		=		
AS751570	MANHOLE - SPECIAL	EACH	1.000 X		=		
				SUBTOTAL ALT 1 \$			

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\*\*\*\*\* ALT 2 \*\*\*\*\*

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AT108158	1/C #8 5 KV UG CABLE IN UD	L.F.	1,310.000	X	=		
AT108258	2/C #8 5 KV UG CABLE IN UD	L.F.	80.000	X	=		
AT110901	CONCRETE DUCT REMOVAL	L.F.	190.000	X	=		
AT125565	SPLICE CAN	EACH	2.000	X	=		
AT125962	RELOCATE BASE MOUNTED LIGHT	EACH	12.000	X	=		
AT125964	RELOCATE TAXI GUIDANCE SIGN	EACH	2.000	X	=		
AT152410	UNCLASSIFIED EXCAVATION	C.Y.	420.000	X	=		
AT152419	UNCLASSIFIED DISPOSAL OFFSITE	C.Y.	1,560.000	X	=		
AT209510	CRUSHED AGGREGATE BASE COURSE	TON	540.000	X	=		
AT209600	GEOTEXTILE FABRIC	S.Y.	645.000	X	=		
AT401610	BITUMINOUS SURFACE COURSE	TON	10.000	X	=		
AT401900	REMOVE BITUMINOUS PAVEMENT	S.Y.	67.000	X	=		
AT501517	17" PCC PAVEMENT	S.Y.	612.000	X	=		
AT501900	REMOVE PCC PAVEMENT	S.Y.	6,949.000	X	=		
AT602510	BITUMINOUS PRIME COAT	GAL.	3.000	X	=		

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 RUN DATE - 05/18/10  
 RUN TIME - 193045

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AT620510	PAVEMENT MARKING	S.F.	1,035.000	X	=		
AT620900	PAVEMENT MARKING REMOVAL	S.F.	730.000	X	=		
AT705506	6" PERFORATED UNDERDRAIN	L.F.	548.000	X	=		
AT751570	MANHOLE - SPECIAL	EACH	2.000	X	=		
AT751903	REMOVE MANHOLE	EACH	1.000	X	=		
AT801605	REPLACE TAXI GUIDANCE SIGN PANEL	EACH	8.000	X	=		
AT901510	SEEDING	ACRE	2.500	X	=		
AT908513	MULCHING - METHOD 3	ACRE	2.500	X	=		

SUBTOTAL ALT 2 \$

CONTRACT - QU007

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

NOTE:  
 \*\*\* PLEASE TURN PAGE FOR IMPORTANT NOTES \*\*\*

QUAD-CITY INTERNATIONAL  
ROCK ISLAND

ILLINOIS DEPARTMENT OF TRANSPORTATION  
SCHEDULE OF PRICES  
CONTRACT NUMBER - QU007

ECMS002 DTGECM03 ECMR003 PAGE 10  
RUN DATE - 05/18/10  
RUN TIME - 193045

NOTE:

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

**RETURN WITH BID**

**THE PRECEDING SCHEDULE OF PRICES MUST BE**

**COMPLETED AND RETURNED.**

# RETURN WITH BID

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

### I. GENERAL

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

**B.** In order to comply with the provisions of Article 50 and to carry out the duty established therein, all bidders are to adhere to ethical standards established for the procurement process, and to make such assurances, disclosures and certifications required by law. Except as otherwise required in subsection III, paragraphs J-N, 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 chief procurement officer to void the contract, or subcontract, and may result in the suspension or debarment of the bidder or subcontractor.

### II. ASSURANCES

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

#### **A. Conflicts of Interest**

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

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

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

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

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

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

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

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

# RETURN WITH BID

## **B. Negotiations**

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

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

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

## **C. Inducements**

1. The Illinois Procurement Code provides:

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

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

## **D. Revolving Door Prohibition**

1. The Illinois Procurement Code provides:

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

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

## **E. Reporting Anticompetitive Practices**

1. The Illinois Procurement Code provides:

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

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

## **F. Confidentiality**

1. The Illinois Procurement Code provides:

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

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

## **I. Insider Information**

1. The Illinois Procurement Act provides:

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

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

# RETURN WITH BID

## 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 Illinois Procurement 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 chief procurement officer whether it continues to satisfy the requirements of Article 50 pertaining to the eligibility for a contract award. If a contractor or subcontractor is not able to truthfully certify that it continues to meet all requirements, it shall provide with its certification a detailed explanation of the circumstances leading to the change in certification status. A contractor or subcontractor that makes a false statement material to any given certification required under Article 50 is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Whistleblower Reward and Protection Act for submission of a false claim.

### A. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

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

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

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

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

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

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

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

(d) Certification. Every bid submitted to and contract executed by the State, and every subcontract subject to Section 20-120 of the Procurement 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 chief procurement officer may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

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

### B. Felons

1. The Illinois Procurement Code provides:

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

2. Certification. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Procurement 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 chief procurement officer may declare the related contract void if any of the certifications required by this Section are false.

### C. Debt Delinquency

1. The Illinois Procurement Code provides:

Section 50-11 and 50-12. Debt Delinquency. The contractor or bidder or subcontractor, respectively, certifies that it, or any affiliate, is not barred from being awarded a contract or subcontract under the Procurement 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 chief procurement officer 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.

## RETURN WITH BID

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

1. The Illinois Procurement Code provides:

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

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 or 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 Procurement 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 chief procurement officer shall declare the related contract void if any of the certifications completed pursuant to this Section are false.

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

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-12 that the bidder, contractor, or subcontractor, is not barred from being awarded a contract or entering into a subcontract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any subcontract, that is subject to the Procurement 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 chief procurement officer may declare the contract void if this certification is false.

### **F. Educational Loan**

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

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

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

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

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

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

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

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

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

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

## RETURN WITH BID

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 50-36 of the Illinois Procurement Code, 30ILCS 50/50-36 provides that each bid, offer, or proposal submitted for a State contract shall include a disclosure of whether or not the Company acting as the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran, or companies involved in consortiums or projects commissioned by the Government of Iran and either of the following conditions apply:

(1) More than 10% of the Company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the Company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral-extraction products or services to the Government of Iran or a project or consortium created exclusively by that government; and the Company has failed to take substantial action.

(2) The Company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12-month period, which directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

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

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

#### **Check the appropriate statement:**

Company has no business operations in Iran to disclose.

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

**RETURN WITH BID**

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

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

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N/A (Federal)

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

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

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

By submission of a bid, the contractor business entity acknowledges and agrees that it has read and understands Sections 20-160 and 50-37 of the Illinois Procurement 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. A copy of the certificate of registration shall be submitted with the bid. The bidder is cautioned that the Department will not award a contract without submission of the certificate of registration.**

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 50-06 of the Illinois Procurement Code. These provisions do not apply to federal-aid contracts.

**RETURN WITH BID**

**M. Lobbyist Disclosure**

Section 50-38 of the Illinois Procurement 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 chief procurement officer 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 Procurement 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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## 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 chief procurement officer 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 Procurement Code. Furthermore, the chief procurement officer 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 Illinois Procurement Code provides that all bids of more than \$10,000 shall be accompanied by disclosure of the financial interests of the bidder. This disclosed information for the successful bidder, will be maintained as public information subject to release by request pursuant to the Freedom of Information Act, 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 Procurement 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 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each person making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each person making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.

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

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

#### **C. Disclosure Form Instructions**

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

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

1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES \_\_\_\_\_ NO \_\_\_\_\_
2. Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than \$106,447.20? YES \_\_\_\_\_ NO \_\_\_\_\_
3. Does anyone in your organization receive more than \$106,447.20 of the bidding entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.) YES \_\_\_\_\_ NO \_\_\_\_\_
4. Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than \$106,447.20? YES \_\_\_\_\_ NO \_\_\_\_\_

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

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

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

## RETURN WITH BID

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

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

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

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

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

**ILLINOIS DEPARTMENT  
OF TRANSPORTATION**

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

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

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

**DISCLOSURE OF FINANCIAL INFORMATION**

**1. Disclosure of Financial Information.** The individual named below has an interest in the BIDDER (or its parent) in terms of ownership or distributive income share in excess of 5%, or an interest which has a value of more than \$106,447.20 (60% of the Governor's salary as of 7/1/2007). **(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.

- Are you currently an officer or employee of either the Capitol Development Board or the Illinois Toll Highway Authority? Yes\_\_\_\_\_ No\_\_\_\_\_
- Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$106,447.20, (60% of the Governor's salary as of 7/1/07) 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 \$106,447.20, (60% of the Governor's salary as of 7/1/07) 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 you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$106,447.20, (60% of the Governor's salary as of 7/1/07) 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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(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 Toll Highway Authority? Yes \_\_\_\_\_ No \_\_\_\_\_
- 2. Is your spouse or any minor children is/are 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 \$106,447.20, (60% of the Governor's salary as of 7/1/07) 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 \$106,447.20, (60% of the Governor's salary as of 7/1/07) 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) and 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 \$106,447.20, (60% of the Governor's salary as of 7/1/07) 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 \_\_\_\_\_

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(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 \_\_\_\_\_

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**RETURN WITH BID**

(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 is 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): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

**APPLICABLE STATEMENT**

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

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

**NOT APPLICABLE STATEMENT**

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

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

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

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

**ILLINOIS DEPARTMENT  
OF TRANSPORTATION**

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

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

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

**DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION**

**1. Identifying Other Contracts & Procurement Related Information.** The BIDDER shall identify whether it has any pending contracts (including leases), bids, proposals, or other ongoing procurement relationship with any other State of Illinois agency:

Yes \_\_\_\_\_ No \_\_\_\_\_

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

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

**THE FOLLOWING STATEMENT MUST BE CHECKED**

<input type="checkbox"/>	_____	_____
	Signature of Authorized Representative	Date

## RETURN WITH BID

### SPECIAL NOTICE TO CONTRACTORS

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

#### CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

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



**RETURN WITH BID**

**PART II. WORKFORCE PROJECTION - continued**

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

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

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

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

**PART III. AFFIRMATIVE ACTION PLAN**

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

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

Address \_\_\_\_\_

<b>NOTICE REGARDING SIGNATURE</b>
The Bidder's signature on the Proposal Signature Sheet will constitute the signing of this form. The following signature block needs to be completed if revisions are required.
Signature: <input type="checkbox"/> _____ 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

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

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

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

B. CERTIFICATION, EQUAL EMPLOYMENT OPPORTUNITY:

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

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

(a) The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program. The following terms apply:

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

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

- (1) that the U.S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities of a satisfactory quality;
- (2) that the U.S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the public interest; or
- (3) that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

(End of Clause)

**RETURN WITH BID**

**D. BUY AMERICAN CERTIFICATE (JAN 1991)**

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

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

PRODUCT

COUNTRY OF ORIGIN

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**E. NPDES CERTIFICATION**

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

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

The Airport Owner or its Agent will:

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

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

**F. NON-APPROPRIATION CLAUSE**

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

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

## RETURN WITH BID

### NOTICE TO BIDDERS

1. **TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway in Springfield, Illinois until 10:00 o'clock a.m., June 11, 2010. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.
2. **DESCRIPTION OF WORK.** The proposed improvement, shown in detail on the plans issued by the Department includes, in general, the following described work:

**Runway 9/27 Reconstruction**
3. **INSTRUCTIONS TO BIDDERS.**
  - (a) This Notice, the invitation for bids, proposal and award shall, together with all other documents in accordance with Article 10-15 of the Illinois Standard Specifications for Construction of Airports, become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.
  - (b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.
4. **AWARD CRITERIA AND REJECTION OF BIDS.** This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the proposal and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to readvertise the proposed improvement, and to waive technicalities.
5. **PRE-BID CONFERENCE.** There will be a pre-bid conference held at N/A at the Quad City International Airport administration building. For engineering information, contact Denny Martin of Missman, Stanley & Associates at (309) 788-7644.
6. **DISADVANTAGED BUSINESS POLICY.** The DBE goal for this contract is 5.0%.
7. **SPECIFICATIONS AND DRAWINGS.** The work shall be done in accordance with the Illinois Standard Specifications for Construction of Airports, the Illinois Division of Aeronautics Supplemental Specifications and Recurring Special Provisions, the Special Provisions dated April 20, 2010 and the Construction Plans dated April 20, 2010 as approved by the Department of Transportation, Division of Aeronautics.
8. **INSPECTION OF RECORDS.** The Contractor shall maintain an acceptable cost accounting system. The Sponsor, the FAA, and the Comptroller General of the United States shall have access to any books, documents, paper, and records of the Contractor which are directly pertinent to the specific contract for the purposes of making an audit, examination, excerpts, and transcriptions. The Contractor shall maintain all required records for three years after the Sponsor makes final payment and all other pending matters are closed.
9. **RIGHTS TO INVENTIONS.** All rights to inventions and materials generated under this contract are subject to Illinois law and to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed. Information regarding these rights is available from the FAA and the Sponsor.
10. **TERMINATION OF CONTRACT.**
  1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
  2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
  3. If the termination is due to failure to fulfill the Contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

## RETURN WITH BID

4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

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

a. Additive Alternates

- (1) Bidders must submit a bid for the Base Bid and for all Additive Alternates.
- (2) Award of this contract will be made to the lowest responsible qualified bidder computed as follows:

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

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

b. Optional Alternates

- (1) Bidders must submit a bid for the Base Bid and for either Alternate A or Alternate B or for both Alternate A and Alternate B.
- (2) Award of this contract will be made to the lowest responsible qualified bidder computed as follows:

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

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

The contract time for this contract is 178 calendar days. If additive alternate No. 1 is awarded, two (2) additional calendar days will be granted. If additive alternate No. 2 is awarded, three (3) additional calendar days will be granted. The work on this project will be broken into two (2) time segments to facilitate, to the greatest extent possible, the completion of this project in as timely a manner as possible in the 2011 construction season. The first time segment will be during calendar year 2010. During this time segment, only work on Stage 1 and North Stage 4, all as selected and approved by the Resident Engineer, may be worked on by the contractor. The total calendar days charged for work performed during 2010 will be added to the awarded Contract Time. The Contractor is encouraged to do as much of the selected work as possible during this time to accelerate the time of opening of Runway 10-28 in the Spring of 2011. The second time segment is for the remainder of the work to be accomplished in calendar year 2011.

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

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

## RETURN WITH BID

- 15. ADDENDA AND REVISIONS:** It is the contractor'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 will be placed with the contract number. 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 the bidder check IDOT's website at <http://www.dot.il.gov/desenv/delett.html> before submitting final bid information.

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

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

**RETURN WITH BID**

**PROPOSAL SIGNATURE SHEET**

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

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

(IF AN INDIVIDUAL)

Signature of Owner \_\_\_\_\_

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

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

By \_\_\_\_\_

(IF A CO-PARTNERSHIP)

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

Name and Address of All Members of the Firm:

\_\_\_\_\_

\_\_\_\_\_

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

Corporate Seal

By \_\_\_\_\_

President

(IF A CORPORATION)

Attest \_\_\_\_\_

Corporate Secretary

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

Name of Corporate Officers:

\_\_\_\_\_ President \_\_\_\_\_ Corporate Secretary \_\_\_\_\_ Treasurer

**NOTARY CERTIFICATION**

STATE OF ILLINOIS,

**ALL SIGNATURES MUST BE NOTARIZED**

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

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

AND

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

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

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

My commission expires \_\_\_\_\_ (Seal)

Notary Public



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

IL Proj. No. \_\_\_\_\_ AIP Proj. No. \_\_\_\_\_ Letting Date \_\_\_\_\_

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

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

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

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

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

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

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

**PRINCIPAL**

**SURETY**

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

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

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

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

**Notary Certification for Principal and Surety**

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

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

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

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

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

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

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



# PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

Name:
Address:
Phone No.

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

Engineer of Design and Environment - Room 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

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## NOTICE

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



**Illinois Department of Transportation**

## **SUBCONTRACTOR DOCUMENTATION**

P.A. 96-0795, effective July 1, 2010, enacted substantial changes to the provisions of the Illinois Procurement 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 approved in accordance with article 108.01 of the Standard Specifications for Road and Bridge Construction.

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 Chief Procurement Officer within 20 calendar days after execution of the subcontract.

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

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 chief procurement officer may terminate or void the subcontract approval if it is later determined that the bidder or subcontractor rendered a false or erroneous certification.

Section 50-2 of the Illinois Procurement 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 chief procurement officer whether it continues to satisfy the requirements of Article 50 pertaining to the eligibility for a contract award. If a contractor or subcontractor is not able to truthfully certify that it continues to meet all requirements, it shall provide with its certification a detailed explanation of the circumstances leading to the change in certification status. A contractor or subcontractor that makes a false statement material to any given certification required under Article 50 is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Whistleblower Reward and Protection Act for submission of a false claim.

#### **A. Bribery**

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

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

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

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

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

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

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

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

(d) Certification. Every bid submitted to and contract executed by the State, and every subcontract subject to Section 20-120 of the Procurement 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 chief procurement officer may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

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

#### **B. Felons**

1. The Illinois Procurement Code provides:

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

2. Certification. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Procurement 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 chief procurement officer may declare the related contract void if any of the certifications required by this Section are false.

## RETURN WITH SUBCONTRACT

### **C. Debt Delinquency**

1. The Illinois Procurement Code provides:

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

The contractor or bidder or subcontractor, respectively, certifies that it, or any affiliate, is not barred from being awarded a contract or subcontract under the Procurement 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 chief procurement officer may declare the related contract void if this certification is false or if the bidder, contractor, or subcontractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

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

1. The Illinois Procurement Code provides:

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

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 or if in violation of Subsection (c) for a period of five years from the date of conviction.. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Procurement 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 chief procurement officer shall declare the related contract void if any of the certifications completed pursuant to this Section are false.

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

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-12 that the bidder, contractor, or subcontractor, is not barred from being awarded a contract or entering into a subcontract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any subcontract, that is subject to the Procurement 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 chief procurement officer may declare the contract void if this certification is false.

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

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p style="text-align: center;">Name of Subcontracting Company</p> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <table style="width: 100%; border: 0;"><tr><td style="text-align: center; width: 70%;"><hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/><p style="text-align: center;">Authorized Officer</p></td><td style="text-align: center; width: 30%;"><hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/><p style="text-align: center;">Date</p></td></tr></table>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p style="text-align: center;">Authorized Officer</p>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p style="text-align: center;">Date</p>
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p style="text-align: center;">Authorized Officer</p>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p style="text-align: center;">Date</p>	

## RETURN WITH SUBCONTRACT

### SUBCONTRACTOR DISCLOSURES

#### I. DISCLOSURES

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

The chief procurement officer 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 Procurement Code. Furthermore, the chief procurement officer may void the contract or subcontract.

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

1. Section 50-35 of the Illinois Procurement Code provides that all subcontracts of more than \$10,000 shall be accompanied by disclosure of the financial interests of the subcontractor. This disclosed information for the subcontractor, will be maintained as public information subject to release by request pursuant to the Freedom of Information Act, filed with the Procurement Policy Board, and shall be incorporated as a material term of the Prime Contractor's contract. Furthermore, pursuant to this Section, the Procurement Policy Board may recommend to allow or void a contract or subcontract based on a potential conflict of interest.

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

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. Subject individuals should be covered each by one form. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies. **The forms must be included with each bid or incorporated by reference.**

#### C. Disclosure Form Instructions

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

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

1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity?  
YES \_\_\_\_\_ NO \_\_\_\_\_
2. Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than \$106,447.20?  
YES \_\_\_\_\_ NO \_\_\_\_\_
3. Does anyone in your organization receive more than \$106,447.20 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 \$106,447.20? YES \_\_\_\_\_ NO \_\_\_\_\_

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

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

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

## RETURN WITH SUBCONTRACT

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

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

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

ILLINOIS DEPARTMENT OF TRANSPORTATION

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

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Code (30 ILCS 500). Subcontractors desiring to enter into a subcontract of a State of Illinois contract must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for bids in excess of \$10,000, 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.

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 \$106,447.20 (60% of the Governor's salary as of 7/1/07). (Make copies of this form as necessary and attach a separate Disclosure Form A for each individual meeting these requirements)

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

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

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

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

- 1. Are you currently an officer or employee of either the Capitol Development Board or the Illinois 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 \$106,447.20, (60% of the Governor's salary as of 7/1/07) 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 \$106,447.20, (60% of the Governor's salary as of 7/1/07) 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 you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$106,447.20, (60% of the Governor's salary as of 7/1/07) 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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(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 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 \$106,447.20, (60 % of the Governor's salary as of 7/1/07) 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 \$106,447.20, (60% of the salary of the Governor as of 7/1/07) 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 \$106,447.20, (60% of the Governor's salary as of 7/1/07) are you and your spouse or minor children entitled to receive (i) more than 15 % in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor? Yes \_\_\_\_\_ No \_\_\_\_\_

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

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

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

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

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

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**RETURN WITH SUBCONTRACT**

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

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

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

**APPLICABLE STATEMENT**

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

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

**NOT APPLICABLE STATEMENT**

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

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

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

RETURN WITH SUBCONTRACT

ILLINOIS DEPARTMENT  
OF TRANSPORTATION

Form B  
Subcontractor: Other Contracts &  
Procurement Related Information  
Disclosure

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

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

**DISCLOSURE OF OTHER CONTRACTS, SUBCONTRACTS, AND PROCUREMENT RELATED INFORMATION**

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

**If "No" is checked,** the subcontractor only needs to complete the signature box on the bottom of this page.

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

**THE FOLLOWING STATEMENT MUST BE CHECKED**

<input type="checkbox"/>	_____	_____
	Signature of Authorized Officer	Date

CONTRACT REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

(a) Contract Provisions and Related Matters.

(1) Minimum Wages.

Revised 1/92

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provision of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraph 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

- (1)The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2)The classification is utilized in the area by the construction industry; and
- (3)The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(ii)(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140).

(ii)(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140).

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

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

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB control number 1215-0140).

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

(3) Payrolls and basic records.

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

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

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

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

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

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

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

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

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

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

#### (4) Apprentices and Trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as 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 who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage

determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ration permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contract will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

(7) Contract determination: debarment. A breach of these contract clauses paragraphs (a)(1) through (10) and the 2nd clause (b)(1) through (5) below may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by referenced in this contract.

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

(10) Certification of Eligibility.

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

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

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

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

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

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

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor

under any such contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

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

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

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

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

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

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

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

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

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

Attachment No. 1

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

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on the behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or worker's representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of 24 September 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of 24 September 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of 24 September 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## ATTACHMENT NO. 2

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

- Appendix B of 49 CFR Part 29 -

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

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

### Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

STATE REQUIRED CONTRACT PROVISIONS  
ALL FEDERAL-AID CONSTRUCTION CONTRACTS

Effective February 1, 1969  
Revised January 2, 1973

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

"EQUAL EMPLOYMENT OPPORTUNITY"

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

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

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

CONSTRUCTION CONTRACT PROCUREMENT POLICIES

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## SECTION 1

### PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

#### 1-02 PREQUALIFICATION OF BIDDERS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## SECTION 2

### AWARD AND EXECUTION OF CONTRACT

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

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

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

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

2-02 AWARD OF CONTRACT. The award of contract will be made within 60 calendar days after the opening of proposals to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified by letter, that his bid has been accepted, and that he has been awarded the contract.

If a contract is not awarded within 60 days after the opening of proposals, a bidder may file a written request with the Division for the withdrawal of his bid and the Division will permit such withdrawal.

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

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

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

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

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

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

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

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

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

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

ILLINOIS DEPARTMENT OF TRANSPORTATION

DIVISION OF AERONAUTICS

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

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

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

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

APPENDIX A

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

AREA COVERED (STATEWIDE)

Goals for Women apply nationwide.

GOAL

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

APPENDIX B

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

<u>Economic Area</u>	<u>Goal (percent)</u>
056 Paducah, KY: Non-SMSA Counties - IL - Hardin, Massac, Pope KY - Ballard, Caldwell, Calloway, Carlisle, Crittenden, Fulton, Graves, Hickman, Livingston, Lyon, McCracken, Marshall	5.2
080 Evansville, IN: Non-SMSA Counties - IL - Edwards, Gallatin, Hamilton, Lawrence, Saline, Wabash, White IN - Dubois, Knox, Perry, Pike, Spencer KY - Hancock, Hopkins, McLean, Mublenberg, Ohio, Union, Webster	3.5

Revised 08-31-83

<u>Economic Area</u>	<u>Goal (percent)</u>
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	

APPENDIX B (CONTINUED)

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

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

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

1. As used in these specifications:
  - a) "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
  - d) "Minority" includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000. the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction Contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

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7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
- a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working as such sites or in such facilities.
  - b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractors may have taken.
  - d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
  - e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
  - f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreements; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
  - g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
  - h) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
  - i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

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- j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
  - k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  - l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Contractors and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.
  - p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a Contractor association, joint Contractor-union, Contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specified minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

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14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy his requirement, Contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

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

41 CFR 60-1.7(a)

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

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

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

The SF 100 is available at the following address:

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

Phone (202) 663-4968

## DISADVANTAGED BUSINESS POLICY

### I. NOTICE

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

### II. POLICY

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

### III. OBLIGATION

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

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

### IV. DBE/WBE CONTRACTOR FINANCE PROGRAM

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

### V. BREACH OF CONTRACT

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

(Rev. 9/21/92)

State of Illinois  
Department of Transportation

SPECIAL PROVISION  
FOR  
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION  
Effective: September 1, 2000  
Revised: January 1, 2010

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

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

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

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

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

**CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR:** This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. This determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform **5.0%** of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set forth in this Special Provision:

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

**DBE LOCATOR REFERENCES:** Bidders may consult the IL UCP DBE Directory as a reference source for DBE-certified companies. In addition, the Department maintains a letting and item specific DBE locator information system whereby DBE companies can register their interest in providing quotes on particular bid items advertised for letting. Information concerning DBE companies willing to quote work for particular contracts may be obtained by contacting the Department's Bureau of Small Business Enterprises at telephone number (217)785-4611, or by visiting the Department's web site at [www.dot.il.gov](http://www.dot.il.gov).

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

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

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

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

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

economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.

- (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.  
b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable.

Also, the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.

- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
  - (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
  - (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
  - (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that the bidder has failed to meet the requirements of this Special Provision and that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons why good faith efforts have not been found.
  - (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after receipt of the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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

questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR part 26.55, the provisions of which govern over the summary contained herein.

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
  - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
  - (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement.
- (e) DBE as a material supplier:
  - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
  - (2) 100 percent goal credit for the cost of materials or supplies obtained from a DBE manufacturer.
  - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

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

- (a) 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) The Contractor must notify and obtain written approval from the Department's Bureau of Small Business Enterprises prior to replacing a DBE or making any change in the participation of a DBE. Approval for replacement will be granted only if it is demonstrated that the DBE is unable or unwilling to perform. The Contractor must make every good faith effort to find another certified DBE subcontractor to substitute for the original DBE. The good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the original DBE, to the extent needed to meet the contract goal.
- (c) Any deviation from the DBE condition-of-award or contract specifications must be approved, in writing, by the Department. 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.
- (d) In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate

method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:

- (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
  - (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
  - (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonably competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.
- (e) Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A, must be signed and submitted.
- (f) 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.
- (g) All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the Participation Statement. The Contractor shall not terminate for convenience a DBE listed in the Utilization Plan and then perform the work of the terminated DBE with its own forces, those of an affiliate or those of another subcontractor, whether DBE or not, without first obtaining the written consent of the Bureau of Small Business Enterprises to amend the Utilization Plan. The Contractor shall notify the Bureau of Small Business Enterprises of any termination for reasons other than convenience, and shall obtain approval for inclusion of the substitute DBE in the Utilization Plan. If good faith efforts following a termination of a DBE for cause are not successful, the Contractor shall contact the Bureau of Small Business Enterprises and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Bureau of Small Business Enterprises will evaluate the good faith efforts in light of all circumstances surrounding the performance status of the contract, and determine whether the contract goal should be amended.
- (h) The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Regional Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (j) of this part.
- (i) 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.
- (j) 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.

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

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

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

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

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

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

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

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction" "debarred" "suspended" "ineligible" "lower tier covered transaction" "participant" "person" "primary covered transaction" "principal" "proposal" and "voluntarily excluded" as used in this clause have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12540. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Transaction", provided by the department or agency entering into this covered transaction without modification in all lower covered transactions and in all solicitations for lower covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List (Tel. #).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 8 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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

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

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

Certification for Contracts, Grants, Loans and Cooperative Agreements.

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

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

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

## WORKERS' COMPENSATION INSURANCE

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

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

### SPECIAL PROVISION FOR DOMESTIC SOURCE FOR STEEL

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

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

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

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

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

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

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

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

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

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

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

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

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

**NOTICE**

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

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

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

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

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

**SPECIAL PROVISION  
FOR  
PROJECT LABOR AGREEMENT**

This Project Labor Agreement ("PLA") is entered into this 18th day of May, 2010 by and between the Illinois Department of Transportation through its Division of Aeronautics (hereinafter "IDOT" or "Department") in its agency capacity on behalf of The Metropolitan Airport Authority of Rock Island County, and each relevant Illinois AFL-CIO Building Trades Council made signatory hereto by the Illinois AFL-CIO Statewide Project Labor Agreement Committee on behalf of itself and each of its affiliated members (individually and collectively, the "Union"). This PLA shall apply to Construction Work (as defined herein) to be performed by IDOT's Prime Contractor and each of its relevant subcontractors of whatever tier ("Subcontractor" or "Subcontractors") on the Project indentified as follows:

Item 15A  
Letting Date: June 11, 2010  
Contract QU007  
**Runway 9/27 Reconstruction**  
Quad City International Airport  
Illinois Project No. MLI-3791  
A.I.P. Project No. 3-17-0068-XX

**ARTICLE 1 - INTENT AND PURPOSES**

- 1.1. This PLA is entered into in accordance with Illinois Executive Order No. 2010-3. It is mutually understood and agreed that the terms and conditions of this PLA are intended to promote the public interest in obtaining timely and economical completion of the Project by encouraging productive and efficient construction operations; by establishing a spirit of harmony and cooperation among the parties; and by providing for peaceful and prompt settlement of any and all labor grievances or jurisdictional disputes of any kind without strikes, lockouts, slowdowns, delays or other disruptions to the prosecution of the work.
- 1.2. As a condition of the award of the contract for performance of work on the Project, IDOT's Prime Contractor and each of its Subcontractors shall be required to sign a "Contractor Letter of Assent," in the form attached hereto as Exhibit A, prior to commencing Construction Work on the Project. Each Union affiliate and separate local representing workers engaged in Construction Work on the Project in accordance with this PLA are bound to this agreement by the Illinois AFL-CIO Statewide Project Labor Agreement Committee which is the central committee established with full authority to negotiate and sign PLAs with the state on behalf of all respective crafts. Upon their signing the Letter of Assent, the Prime Contractor, each Subcontractor, and the individual Unions shall thereafter be deemed a party to this PLA. No party signatory to this PLA shall contract or subcontract, nor permit any other person, firm, company or entity to contract or subcontract for the performance of Construction Work for the Project to any person, firm, company or entity that does not agree in writing to become bound by the terms of this PLA prior to commencing such work.
- 1.3. It is understood that the Prime Contractor(s) and each Subcontractor will be considered and accepted by the Unions as separate employers for the purposes of collective bargaining, and it is further agreed that the employees working under this

PLA shall constitute a bargaining unit separate and distinct from all others. The parties hereto also agree that this PLA shall be applicable solely with respect to this Project, and shall have no bearing on the interpretation of any other collective bargaining agreement or as to the recognition of any bargaining unit other than for the specific purposes of this Project.

- 1.4. In the event of a variance or conflict, whether explicit or implicit, between the terms and conditions of this PLA and the provisions of any other applicable national, area, or local collective bargaining agreement, the terms and conditions of this PLA shall supersede and control. For any work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, the National Agreement of the International Union of Elevator Constructors, and for any instrument calibration work and loop checking performed under the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, the preceding sentence shall apply only with respect to Articles I, II, V, VI, and VII.
- 1.5. Subject to the provisions of paragraph 1.4 of this Article, it is the parties' intent to respect the provisions of any other collective bargaining agreements that may now or hereafter pertain, whether between the Prime Contractor and one or more of the Unions or between a Subcontractor and one or more of the Unions. Accordingly, except and to the extent of any contrary provision set forth in this PLA, the Prime Contractor and each of its Subcontractors agree to be bound and abide by the terms of the following in order of precedence: (a) the applicable collective bargaining agreement between the Prime Contractor and one or more of the Unions made signatory hereto; (b) the applicable collective bargaining agreement between a Subcontractor and one or more of the Unions made signatory hereto; or (c) the current applicable area collective bargaining agreement for the relevant Union that is the agreement certified by the Illinois Department of Labor for purposes of establishing the Prevailing Wage applicable to the Project. The Union will provide copies of the applicable collective bargaining agreements pursuant to part (c) of the preceding sentence to the Prime Contractor. Assignments by the Contractors amongst the trades shall be consistent with area practices; in the event of unresolved disagreements as to the propriety of such assignments, the provisions of Article VI shall apply.
- 1.6. Subject to the limitations of paragraphs 1.4 and 1.5 of this Article, the terms of each applicable collective bargaining agreement as determined in accordance with paragraph 1.5 are incorporated herein by reference, and the terms of this PLA shall be deemed incorporated into such other applicable collective bargaining agreements only for purposes of their application to the Project.
- 1.7. To the extent necessary to comply with the requirements of any fringe benefit fund to which the Prime Contractor or Subcontractor is required to contribute under the terms of an applicable collective bargaining agreement pursuant to the preceding paragraph, the Prime Contractor or Subcontractor shall execute all "Participation Agreements" as may be reasonably required by the Union to accomplish such purpose; provided, however, that such Participation Agreements shall, when applicable to the Prime Contractor or Subcontractor solely as a result of this PLA, be amended as reasonably necessary to reflect such fact. Upon written notice from any applicable fringe benefit fund, IDOT will withhold from the Prime Contractor payment of any delinquencies arising from this Project.

- 1.8. In the event that the applicable collective bargaining agreement between a Prime Contractor and the Union or between the Subcontractor and the Union expires prior to the completion of this Project, the expired applicable contract's terms will be maintained until a new applicable collective bargaining agreement is ratified. The wages and fringe benefits included in any new applicable collective bargaining agreement will apply on and after the effective date of the newly negotiated collective bargaining agreement, except to the extent wage and fringe benefit retroactivity is specifically agreed upon by the relevant bargaining parties.

## **ARTICLE II – APPLICABILITY, RECOGNITION, AND COMMITMENTS**

- 2.1 The term Construction Work as used herein shall include all “construction, prosecution, completion, or repair” work performed by a “laborer or mechanic” at the “site of the work” for the purpose of “building” the specific structures and improvements that constitute the Project. Terms appearing within quotation marks in the preceding sentence shall have the meaning ascribed to them pursuant to 29 CFR Part 5.
- 2.2 By executing the Letters of Assent, Prime Contractor and each of its Subcontractors recognize the Unions signatory to this PLA as the sole and exclusive bargaining representatives for their craft employees employed on the jobsite for this Project. Unions who are signatory to this PLA will have recognition on the Project for their craft.
- 2.3 The Prime Contractor and each of its Subcontractors retains and shall be permitted to exercise full and exclusive authority and responsibility for the management of its operations, except as expressly limited by the terms of this PLA or by the terms and conditions of the applicable collective bargaining agreement.
- 2.4 Except to the extent contrary to an express provision of the relevant collective bargaining agreement, equipment or materials used in the Project may be pre-assembled or pre-fabricated, and there shall be no refusal by the Union to handle, transport, install, or connect such equipment or materials. Equipment or materials delivered to the jobsite will be unloaded and handled promptly without regard to potential jurisdictional disputes; any such disputes shall be handled in accordance with the provisions of this PLA.
- 2.5 Unions commit to furnishing qualified and skilled craft persons as required by the Prime Contractor and its Subcontractors in fulfillment of their obligations to complete the Project. In order to promote the long-term development of a skilled and knowledgeable workforce, the parties are encouraged to utilize apprentices to the maximum extent permitted by the applicable collective bargaining agreement.
- 2.6 The parties are mutually committed to promoting a safe working environment for all personnel at the jobsite. It shall be the responsibility of each employer to which this PLA applies to provide and maintain safe working conditions for its employees, and to comply with all applicable federal, state, and local health and safety laws and regulations.
- 2.7 The use or furnishing of alcohol or drugs and the conduct of any other illegal activity at the jobsite is strictly prohibited. The parties shall take every practical measure consistent with the terms of applicable collective bargaining agreements to ensure that the jobsite is free of alcohol and drugs.

- 2.8 All parties to this PLA agree that they shall not discriminate against any employee based on race, creed, color, national origin, Union activity, age, or gender as required by all applicable federal, state, and local laws.
- 2.9 The Parties hereto agree that engineering consultants and materials testing employees, to the extent subject to the terms of this PLA, shall be fully expected to objectively and responsibly perform their duties and obligations owed to the Department without regard to the potential Union affiliation of such employees or of other employees on the Project.

### **ARTICLE III - ADMINISTRATION OF AGREEMENT**

- 3.1 In order to assure that all parties have a clear understanding of the PLA and to promote harmony, a post-award pre-job conference will be held among the Prime Contractor, all Subcontractors and Union representatives prior to the start of any Construction Work on the Project. No later than the conclusion of such pre-job conference, the parties shall, among other matters, provide to one another contact information for their respective representatives (including name, address, phone number, facsimile number, e-mail). Nothing herein shall be construed to limit the right of the Department to discuss or explain the purpose and intent of this PLA with prospective bidders or other interested parties prior to or following its award of the job.
- 3.2 Representatives of the Prime Contractor and the Unions shall meet as often as reasonably necessary following award until completion of the Project to assure the effective implementation of this PLA.
- 3.3 Not less than once per month, Prime Contractor and all Subcontractors shall make available in writing to the Unions a Project status report that shall include, though not necessarily be limited to, planned activities for the next 30-day period and estimated numbers of employees by craft required for the next 30-day period. The purpose of this Project status report is to promote effective workforce planning and to facilitate resolution of any potential jurisdictional or other problems.
- 3.4 Not later than the earlier of (a) five (5) business days following the pre-job conference, or (b) commencement of Construction Work, the Unions and Prime Contractor (on behalf of itself and all its subcontractors of whatever tier) shall confer and jointly designate a slate of three (3) permanent arbitrators (each a "Permanent Arbitrator") for the purpose of hearing disputes pursuant to Articles V and VII of this PLA. The slate of Permanent Arbitrators shall be selected from among the following individuals: Jack P. Cerone, Thomas F. Gibbons, Thomas G. Pagan, Robert Perkovich, Byron Yaffee, and Glenn A. Zipp. In the event that the Unions and Prime Contractor are not able to agree on a full slate of three Permanent Arbitrators, the Department, after consultation with the Unions and Prime Contractor, shall designate such additional Permanent Arbitrators as may be necessary to establish the full slate. A single Permanent Arbitrator shall be selected from the slate of three (3) on a rotating basis to adjudicate each arbitrable matter as it arises. In the event a Permanent Arbitrator is not available to adjudicate a particular matter in the order of rotation, the arbitration assignment shall pass to the next available Permanent Arbitrator.

## **ARTICLE IV - HOURS OF WORK AND GENERAL CONDITIONS**

- 4.1 The standard work day for Construction Work on the Project shall be an established consecutive eight (8) hour period between the hours of 7:00 a.m. and 5:00 p.m. with one-half hour designated as unpaid period for lunch. The standard work week shall be five (5) consecutive days of work commencing on Monday. Starting time shall be established at the pre-job conference, and shall be applicable to all craft employees on the Project unless otherwise expressly agreed in writing. In the event Project site or other job conditions dictate a change in the established starting time and/or a staggered lunch period for portions of the Project or for specific crafts, the Prime Contractor, relevant Subcontractors and business managers of the specific crafts involved shall confer and mutually agree to such changes as appropriate. If proposed work schedule changes cannot be mutually agreed upon between the parties, the hours fixed at the time of the pre-job meeting shall prevail.
- 4.2 Shift work may be established and directed by the Prime Contractor or relevant Subcontractor as reasonably necessary or appropriate to fulfill the terms of its contract with the Department. If used, shift hours, rates and conditions shall be as provided in the applicable collective bargaining agreement.
- 4.3 The parties agree that chronic and/or unexcused absenteeism is undesirable and must be controlled in accordance with procedures established by the applicable collective bargaining agreement. Any employee disciplined for absenteeism in accordance with such procedures shall be suspended from all work on the Project for not less than the maximum period permitted under the applicable collective bargaining agreement.
- 4.4 Except as may be otherwise expressly provided by the applicable collective bargaining agreement, employment begins and ends at the Project site; employees shall be at their place of work at the starting time; and employees shall remain at their place of work until quitting time.
- 4.5 Except as may be otherwise expressly provided by the applicable collective bargaining agreement, there shall be no limit on production by workmen, no restrictions on the full use of tools or equipment, and no restrictions on efficient use of manpower or techniques of construction other than as may be required by safety regulations.
- 4.6 The parties recognize that specialized or unusual equipment may be installed on the Project. In such cases, the Union recognizes the right of the Prime Contractor or Subcontractor to involve the equipment supplier or vendor's personnel in supervising the setting up of the equipment, making modifications and final alignment, and performing similar activities that may be reasonably necessary prior to and during the start-up procedure in order to protect factory warranties. The Prime Contractor or Subcontractor shall notify the Union representatives in advance of any work at the jobsite by such vendor personnel in order to promote a harmonious relationship between the equipment vendor's personnel and other Project employees.
- 4.7 For the purpose of promoting full and effective implementation of this PLA, authorized Union representatives shall have access to the Project jobsite during scheduled work hours. Such access shall be conditioned upon adherence to all reasonable visitor and security rules of general applicability that may be established for the Project site at the pre-job conference or from time to time thereafter.

## **ARTICLE V - GRIEVANCE AND ARBITRATION PROCEDURES**

- 5.1 Except as provided in Articles VI or VII, it is specifically agreed among the parties that any grievance or dispute arising out of the interpretation or application of this PLA shall be settled by means of the expedited arbitration process set forth in Paragraph 5.2 below. No such grievance or dispute shall be recognized unless called to the attention of the Prime Contractor and relevant Subcontractor by the Union or to the Union by the Prime Contractor or relevant Subcontractor within five (5) working days after the alleged violation was committed or discovered by the grieving party.
- 5.2 Grievances shall be settled according to the following procedure:
- 5.2.A. Step 1. The dispute shall be referred to the Steward of the craft union involved and a representative of the Prime Contractor and relevant Subcontractor at the jobsite.
- 5.2.B. Step 2. In the event that the Steward and the contractors' representatives at the jobsite cannot reach agreement within two (2) working days after a meeting is arranged and held, the matter shall be referred to the Union Business Manager and to executive representatives of the Prime Contractor and relevant Subcontractor.
- 5.2.C. Step 3. In the event the dispute is not resolved within five (5) working days after completion of Step 2, the relevant parties shall request a Permanent Arbitrator as determined in accordance with paragraph 3.4 of this PLA, who shall, within ten (10) working days, hear the grievance and make a written decision. Such decisions shall be final and binding on all parties. The parties shall each pay the expense of their own representative. The expense of the Permanent Arbitrator shall be divided equally between (1) the Prime Contractor and/or relevant Subcontractor, and (2) the involved Union.
- 5.3 Any failure of a party to comply fully with such final and binding decision of the Permanent Arbitrator may result in removal of the non-complying party from the site, in a holdback from the Prime Contractor or Subcontractor of any amounts awarded, or in such other relief as the Department may reasonably determine is necessary to promote final resolution of the dispute.
- 5.4 In the event any dispute or grievance should arise, the parties expressly agree that it shall be resolved without occurrence of any strike, work stoppage, slow-down or other prohibited activities as provided in Article VII of this PLA. Individuals or parties violating this section shall be subject to immediate discharge or other discipline.

## **ARTICLE VI - JURISDICTIONAL DISPUTES**

- 6.1 As used in this Agreement, the term "jurisdictional dispute" shall be defined as any dispute, difference or disagreement involving the assignment of particular work to one class or craft of employees rather than to a different class or craft of employees, regardless of that Contractor's contractual relationship to any other employer, contractor, or organization on the site.

6.2 It is agreed by and between the parties to this Agreement that any and all jurisdictional disputes shall be resolved in the following manner; each of the steps hereinafter listed shall be initiated by the parties in sequence as set forth:

- (a) Negotiation by and between the Local Business Representative of the disputing Union and Employer shall take place within two (2) business days. Business days are defined as Monday through Friday excluding contract holidays. Such negotiations shall be pursued until it is apparent that the dispute cannot be resolved at the local level.
- (b) The International Representatives of the disputing Union shall meet or confer and attempt to resolve said dispute. This meeting shall take place within two (2) business days. Business days are defined as Monday through Friday excluding contract holidays.
- (c) The parties to the Jurisdictional Dispute shall submit the dispute directly to an Arbitrator after complying with paragraph (2b) above. The parties shall meet with the Arbitrator within three (3) business days. Business days are defined as Monday through Friday excluding contract holidays. An Arbitrator will be selected based on availability from the slate of Permanent Arbitrators. The Arbitrator's bench decision will be given the day of the hearing and will be final and legally binding on this Project only. The Arbitrator's bench decision will be implemented without delay. The cost of Arbitration will be shared equally by the disputing parties. Any party to the dispute can require that a "long form" written decision be provided from the Arbitrator; however, the cost of the "long form" written decision will be the responsibility of the party making the request.

Notes:

- A jurisdictional dispute may be submitted based upon a pre-job assignment.
  - If any party to the jurisdictional disputes does not fully comply with the steps and time limits within each step, then the party in non-compliance will lose by "automatic default."
  - Time limits at any step can be extended if all parties to the jurisdictional dispute mutually agree in writing.
  - All parties to a jurisdictional dispute can mutually agree to waive the time limits in steps (a) and (b) and proceed directly to an expedited arbitration hearing.
- (d) In rendering his decision, the Arbitrator shall determine:
    - (1) First, whether a previous agreement of record or applicable agreement, including a disclaimer agreement, between the National or International Unions to the dispute governs.

- (2) Only if the Arbitrator finds that the dispute is not covered by an appropriate or applicable agreement of record or agreement between the crafts to the dispute, the Arbitrator shall then consider whether there is a previous decision of record governing the case.
- (3) If the Arbitrator finds that a previous decision of record governs the case, the Arbitrator shall apply the decision of record in rendering a decision except under the following circumstances: After notice to the other parties to the dispute prior to the hearing that it intends to challenge the decision of record, if a trade challenging the decision of record is able to demonstrate that the recognized and established prevailing practice in the locality of the work has been contrary to the applicable decision of record, and that historically in that locality the work in dispute has not been performed by the other craft or crafts, the Arbitrator may rely on such prevailing practice rather than the decision of record. If the craft relying on the decision of record demonstrates that it has performed the work in dispute in the locality of the job, then the Arbitrator shall apply the decision of record in rendering a decision. If the Arbitrator finds that a craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wages or by the use of vertical agreements, the Arbitrator shall rely on the decision of record rather than the prevailing practice in the locality.
- (4) If no decision of record is applicable, the Arbitrator shall then consider the established trade practice in the industry and prevailing practice in the locality.
- (5) Only if none of the above criteria is found to exist, the Arbitrator shall then consider that because efficiency, cost or continuity and good management are essential to the well being of the industry, the interest of the consumer or the past practice of the employer shall not be ignored.

The Arbitrator shall set forth the basis for the decision and shall explain the findings regarding the applicability of the above criteria. If lower-ranked criteria are relied upon, the Arbitrator shall explain why the higher-ranked criteria were not deemed applicable. The Arbitrator's decision shall only apply to the job in dispute.

- (6) Agreements of record are applicable only to the parties signatory to such agreements. Decisions of record are applicable to all trades.
- (7) The Arbitrator is not authorized to award back pay or any other damages for a mis-assignment of work; nor, may any party bring an independent action for back pay or any other damages, based upon a decision of an Arbitrator.

6.3 The signatory parties to this Agreement agree that jurisdictional disputes cannot and shall not interfere with the efficient and continuous operations required for the successful application of this Agreement. In the event a dispute arises, the Contractor's assignment shall be followed until the dispute is resolved.

- 6.4 Equipment or material delivered to the jobsite will be unloaded promptly without regard to jurisdictional disputes, which will be handled as per the provisions of this Agreement. The Contractor will supply the Union with delivery schedules, allowing as much time as possible to ensure the appropriate crafts will be available to unload the materials or equipment.
- 6.5 All signatory affiliates agree that upon request, a representative shall be assigned without delay to attempt a settlement in the event of a question on assignments.

## **ARTICLE VII - WORK STOPPAGES AND LOCKOUTS**

- 7.1 During the term of this PLA, no Union or any of its members, officers, stewards, employees, agents or representatives shall instigate, support, sanction, maintain, or participate in any strike, picketing, walkout, work stoppage, slow down or other activity that interferes with the routine and timely prosecution of work at the Project site or at any other contractor's or supplier's facility that is necessary to performance of work at the Project site. Hand billing at the Project site during the designated lunch period and before commencement or following conclusion of the established standard work day shall not, in itself, be deemed an activity that interferes with the routine and timely prosecution of work on the Project.
- 7.2 Should any activity prohibited by paragraph 7.1 of this Article occur, the Union shall undertake all steps reasonably necessary to promptly end such prohibited activities. No Union complying with its obligations under this Article shall be liable for acts of employees for which it has no responsibility or for the unauthorized acts of employees it represents. Any employee who participates in or encourages any activity prohibited by paragraph 7.1 shall be immediately suspended from all work on the Project for a period equal to the greater of (a) sixty (60) days; or (b) the maximum disciplinary period allowed under the applicable collective bargaining agreement for engaging in comparable unauthorized or prohibited activity.
- 7.3 During the term of this PLA, the Prime Contractor and its Subcontractors shall not engage in any lockout at the Project site of employees covered by this Agreement.
- 7.4 Upon notification of violations of this Article, the principal officer or officers of the local area Building and Construction Trades Council, and the Illinois AFL-CIO Statewide Project Labor Agreement Committee as appropriate, will immediately instruct, order and use their best efforts to cause the affiliated Union or Unions to cease any violations of this Article. A Trades Council and the Committee otherwise in compliance with the obligations under this paragraph shall not be liable for unauthorized acts of its affiliates.
- 7.5 In the event that activities in violation of this Article are not immediately halted through the efforts of the parties, any aggrieved party may invoke the special arbitration provisions set forth in paragraph 7.6 of this Article.
- 7.6 Upon written notice to the other involved parties by the most expeditious means available, any aggrieved party may institute the following special arbitration procedure when a breach of this Article is alleged:

- 7.6.A The party invoking this procedure shall notify the individual designated as the Permanent Arbitrator pursuant to Article III of the nature of the alleged violation; such notice shall be by the most expeditious means possible. The initiating party may also furnish such additional factual information as may be reasonably necessary for the Permanent Arbitrator to understand the relevant circumstances. Copies of any written materials provided to the Arbitrator shall also be contemporaneously provided by the most expeditious means possible to the party alleged to be in violation and to all other involved parties.
- 7.6.B Upon receipt of said notice the Permanent Arbitrator shall set and hold a hearing within twenty-four (24) hours if it is contended the violation is ongoing, but not before twenty-four (24) hours after the written notice to all parties involved as required above.
- 7.6.C The Permanent Arbitrator shall notify the parties by facsimile or any other effective written means, of the place and time chosen by the Permanent Arbitrator for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Permanent Arbitrator.
- 7.6.D The sole issue at the hearing shall be whether a violation of this Article has, in fact, occurred. An Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Permanent Arbitrator may order cessation of the violation of this Article, and such Award shall be served on all parties by hand or registered mail upon issuance.
- 7.6.E Such Award may be enforced by any court of competent jurisdiction upon the filing of the Award and such other relevant documents as may be required.

Facsimile or other hardcopy written notice of the filing of such enforcement proceedings shall be given to the other relevant parties. In a proceeding to obtain a temporary order enforcing the Permanent Arbitrator's Award as issued under this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Permanent Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by registered mail.

- 7.7 Individuals found to have violated the provisions of this Article are subject to immediate termination. In addition, IDOT reserves the right to terminate this PLA as to any party found to have violated the provisions of this Article.
- 7.8 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by parties to whom they accrue.

- 7.9 The fees and expenses of the Permanent Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.

#### **ARTICLE VIII – MISCELLANEOUS**

- 8.1 If any Article or provision of this PLA shall be declared invalid, inoperative or unenforceable by operation of law or by final non-appealable order of any tribunal of competent jurisdiction, such provision shall be deemed severed or limited, but only to the extent required to render the remaining provisions of this PLA enforceable consistent with the intent of the parties. The remainder of this PLA or the application of such Article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.
- 8.2 The term of this PLA shall commence as of and from the date of the notice of award to the Prime Contractor and shall end upon final acceptance by IDOT of all work on the Project by the parties hereto.
- 8.3 This PLA may not be changed or modified except by the subsequent written agreement of the parties. All parties represent that they have the full legal authority to enter into this PLA. This PLA may be executed by the parties in one or more counterparts.
- 8.4 Any liability arising out of this PLA shall be several and not joint. IDOT shall not be liable to any person or other party for any violation of this PLA by any other party, and no Contractor or Union shall be liable for any violation of this PLA by any other Contractor or Union.
- 8.5 The failure or refusal of a party to exercise its rights hereunder in one or more instances shall not be deemed a waiver of any such rights in respect of a separate instance of the same or similar nature.

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Execution Page

*Illinois Department of Transportation*

*Susan R. Shea*  
Susan R. Shea, Director of Aeronautics

*Ann D. Schneider*  
Ann Schneider, Director Finance & Administration

*Ellen Schanzle-Flaskins*  
Ellen Schanzle-Flaskins, Chief Counsel

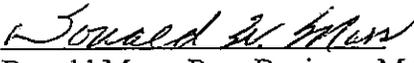
*Gary Hannig* \_\_\_\_\_ (Date)  
Gary Hannig, Secretary

*Illinois AFL-CIO Statewide Project Labor Agreement Committee, representing the local unions listed below:*

*Michael T. Corrigan* \_\_\_\_\_ (Date)

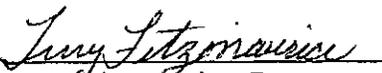
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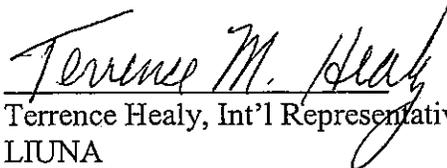
  
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Bricklayers

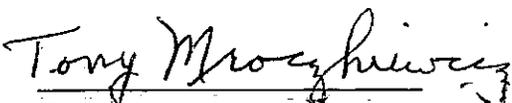
  
Donald Moss, Pres-Business Mgr  
Cement Masons

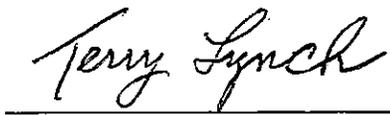
\_\_\_\_\_  
Ed Christensen, Director \*  
Elevator Constructors

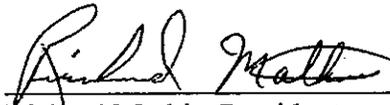
  
Eric Dean, Int'l Representative  
Iron Workers

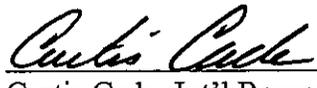
  
Terry Fitzmaurice, Representative  
IUPAT *A.C.T.*

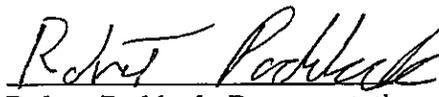
  
Terrence Healy, Int'l Representative  
LIUNA

  
Tony Mroczkiewica, Representative  
Midwestern District UBC

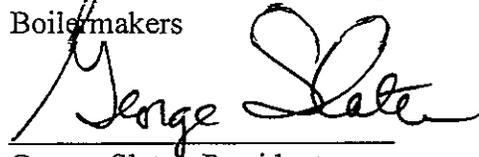
  
Terry Lynch, Int'l Representative  
Asbestos Workers

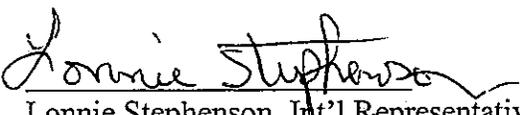
  
Richard Mathis, President  
Roofers

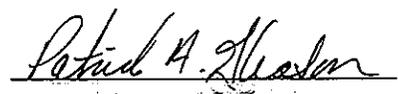
  
Curtis Cade, Int'l Representative  
Plumbers & Pipe Fitters

  
Robert Paddock, Representative  
IUOE State Council

  
John Skermont, Business Representative  
Boilermakers

  
George Slater, President  
Sheet Metal State Council

  
Lonnie Stephenson, Int'l Representative  
IBEW

  
Pat Gleason, Chairman  
IL Conference of Teamsters &  
Construction Division

\* only if Elevator Constructors master agreement language is attached to PLA

**\*\* RETURN WITH BID \*\***

**Exhibit A – Contractor Letter of Assent**

\_\_\_\_\_  
(Date)

To All Parties:

This Letter of Assent hereby confirms that the undersigned Prime Contractor or Subcontractor agrees to be bound by the terms and conditions of the Project Labor Agreement established and entered into by the Illinois Department of Transportation, Division of Aeronautics in connection with Project \_\_\_\_\_.

It is the understanding and intent of the undersigned party that this Project Labor Agreement shall pertain only to the identified Project. In the event it is necessary for the undersigned party to become signatory to a collective bargaining agreement to which it is not otherwise a party in order that it may lawfully make certain required contributions to applicable fringe benefit funds, the undersigned party hereby expressly conditions its acceptance of and limits its participation in such collective bargaining agreement to its work on the Project.

\_\_\_\_\_  
(Authorized Company Officer)

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

**\*\* RETURN WITH BID \*\***

SECTION III  
SPECIAL PROVISIONS  
FOR

**RUNWAY 9-27 RECONSTRUCTION**

P.C. CONCRETE INLAY (6,506'X150') ON BITUMINOUS  
RUNWAY 9-27 AND RUNWAY 9-27 BITUMINOUS  
SHOULDERS (17,050'X25') ALONG WITH PAVEMENT  
TIE-INS (R5-23, R13-31, T-B, T-E & T-H1) INCLUDING  
EARTHWORK, LIGHTING, UNDERDRAINS, MARKING,  
UTILITY ADJUSTMENTS AND TURFING.

AT

QUAD CITY INTERNATIONAL AIRPORT  
MOLINE, ILLINOIS

ILLINOIS PROJECT: MLI-3791  
A.I.P. PROJECT: 3-17-0068-XX

PREPARED BY:



CONSULTING ENGINEERS

P.O. BOX 6040

ROCK ISLAND, ILLINOIS 61204-6040

APRIL 20, 2010

Section III Special Provisions  
Quad City International Airport  
Moline, Illinois

ILL. PRJT. No. MLI-3791  
A.I.P. PRJT. No. 3-17-0068-XX  
15A  
QU007

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION  
DIVISION OF AERONAUTICS  
POLICY MEMORANDUM

The following IDOT-DOA Policy Memorandum are applicable to this contract and are included in this contract by reference. The latest version of these documents may be viewed and downloaded off the Division of Aeronautics internet web site at <http://www.dot.state.il.us/aero/iindex.html>.

IDOT-DOA Policy Memorandum Numbers:

87-2	96-2
87-3	96-3
87-4	97-2
90-1	2001-1
95-1	2003-1
96-1	

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GENERAL

The following Section III Special Provisions supplement the “Illinois Standard Specifications for Construction of Airports” (consolidated reprint), adopted November 2, 2009 by IDOT-DOA, the “Standard Specifications for Road and Bridge Construction”, adopted January 1, 2007 by IDOT, and IDOT-DOA’s Policy Memorandum Numbers 87-2, 87-3, 87-4, 90-1, 95-1, 96-1, 96-2, 96-3, 97-3, 2001-1 and 2003-1, all of which shall govern the construction of Illinois Project No. MLI-3791, A.I.P. Project No. 3-17-0068-XX. In case of conflict with any part or parts of said specifications, the said Section III Special Provisions shall take precedence and shall govern.

DESCRIPTION OF WORK:

The proposed improvement at the Quad City International Airport in Moline, Illinois shall include, but not be limited to, the following major work items:

1. Pavement milling and pavement removal as required to install the proposed materials.
2. Earth excavation as required to install the proposed shoulder materials.
3. Installation of proposed crushed aggregate base course, PCC pavements, and bituminous pavements as detailed in the Construction Plans and these special provisions.
4. Construction of service road using waste pavement milling material.
5. Installation of the proposed pavement underdrains, edge lights, and guidance signs.
6. Refurbish, relocate and/or adjust the existing utilities (edge lights, manholes, guidance signs, etc.) as required.
7. Up-grade existing runway scan system.
8. Installation of shoulder embankment, grading, turfing, and erosion control as required.
9. Traffic maintenance for the duration of the project.

DIVISION I - GENERAL PROVISIONS

20-02 ALTERATION OF WORK AND QUANTITIES

ADD the following paragraphs to this Section:

The MAA reserves and shall have the right to delete all or part of the AR620510/AT620510 Pavement Marking, AR156540 Riprap, and/or AR908520 Excelsior Blanket pay items and/or contract quantities from the contract work. The Contractor shall not be entitled to any extra compensation, beyond the contract unit prices, due to change in contract quantities. The Contractor agrees to accept payment for the remaining work based upon the original contract unit rate prices without negotiating new contract unit rate prices if only partial quantities are completed.

20-05 MAINTENANCE OF TRAFFIC

ADD the following paragraphs to this Section:

20-05.1.1 This item shall include all work necessary to control and maintain aircraft, vehicle, equipment, and personnel traffic on the airfield during the duration of this project. The Contractor shall operate his construction activities in a manner that complies with the requirements of FAA Advisory Circular No. 150/5370-2, "Operational Safety On Airport During Construction," latest edition at the time of bidding; and Subsection 20-05 and Subsection 50-09 of the Standard Specifications for Construction of Airports.

20-05.1.2 It is the desire of the owner to complete this project in a timely and safe manner with the least possible disruption to airport operations. The following construction limitations, as well as the safety plan included in the Construction Plans, shall be followed to achieve the above goals:

STAGE 1 AREA, RUNWAY 10-28:

1. During Stage 1, Runway 10-28, Taxiway H (between Runway 9-27 and Runway 10-28), and Taxiway P (between Taxiway K and Runway 10-28) shall be closed to aircraft traffic. Runway 5-23 shall be closed to aircraft traffic only when the Contractor is working in the Runway 5-23 safety area. The Contractor shall not enter the runway/taxiway safety areas unless authorized by the MAA.

2. Contractor shall enter and exit the airfield at the existing locked security gate located north of the intersection of 47th Street and 73rd Avenue (just north of the airfield industrial park). While on the airfield, the contractor shall stay on the existing service road (between the construction entrance gate and the job site) or within the limits of construction as shown on the safety plan. The Contractor shall include costs in his bid to repair any damage done to this service road during the construction of this project.
3. The Contractor shall install the Stage 1 barricades and lath lines prior to the commencement of any work. The barricades shall be removed and reinstalled by the Contractor as required by the MAA and/or the Resident Engineer.
4. The Contractor shall complete all Stage 1 work and open Runway 10-28 to aircraft traffic prior to the start of any Stage 2, Stage 3 or Stage 4 work.

STAGE 2 AREA, RUNWAY 9-27 WEST, STATION 86+00 TO STATION 161+65:

1. During Stage 2, Runway 9-27, Runway 13-31, Runway 5-23, Taxiway H1, Taxiway E (between Taxiway H and Runway 10-28), Taxiway B (between Taxiway B2 and Taxiway N), and Taxiway H (between Taxiway E and Taxiway F) shall be closed to aircraft traffic.
2. Contractor shall use the same construction entrance for Stage 2 that he utilized during Stage 1.
3. Work in the Runway 9-27 safety area shall not occur until Runway 10-28 is open to aircraft traffic and Runway 9-27 is closed to aircraft traffic.
4. The Contractor shall install the Stage 2 barricades and lath lines prior to the commencement of any work. The barricades shall be removed and reinstalled by the Contractor as required by the MAA and/or the Resident Engineer.
5. The Contractor shall supply a traffic control guard and tractor brush at the location where the haul route intersects Taxiway H during Stage 2 hauling operations. All construction traffic shall stop at the intersection and yield to all airfield traffic at all times. Keep pavement clear of FOD (Foreign Object Debris) at all times.
6. Complete all Stage 2 work and open Taxiway B to aircraft traffic prior to the start of Stage 3 and/or Stage 4.

7. The MAA reserves and shall have the right to temporarily suspend the work at the end of Stage 2. The Contractor shall schedule his work so that if the MAA opts to suspend the work between Stage 2 and Stage 3, then Runway 9-27 can be reopened to airport traffic during the temporary suspension of the work. If the MAA opts to suspend the work between Stage 2 and Stage 3, the Contractor shall completed the following items.
  - A. Construct a temporary bituminous ramp (per details shown on the Construction Plans) between the proposed permanent PCC pavement and the existing bituminous pavement.
  - B. Terminate the proposed bituminous shoulders as shown on the Construction Plans.
  - C. Terminate the proposed Runway 9-27 edge light circuit underground ducts as shown on the Construction Plans.
  - D. Install temporary underground jumper cables between the refurbished lights and the existing edge lights.
  - E. Regrade the runway safety area, taxiway safety areas, and ILS critical areas so that the following conditions exists.
    - 1) No exposed faces in excess of one and one-half (1 1/2) inches in height shall exist in the safety/critical areas, either longitudinal or transverse to the edge of runway.
    - 2) All excavations, trenches, and removal areas have been compacted and backfilled.
    - 3) All shoulder areas have been backfilled and smoothly graded.
    - 4) No mounds of dirt or irregularities greater than 3” shall exist in the safety/critical areas.
    - 5) Haul roads shall be re-graded to a level condition.
  - F. All items shall be removed for the safety areas, critical areas, and the Runway 9-27 object free zone.
  - G. All airfield pavements and the runway have been broom cleaned.
  - H. The Runway 9-27 pavement marking have been reinstalled.

- I. The runway and taxiway edge lights and guidance signs are operational.
- J. Remove the Runway 9-27 closed runway markings and open Runway 9-27 to aircraft traffic.
- K. Close Runway 10-28 to aircraft traffic and install the Runway 10-28 closed runway markings.

The Contractor shall not be entitled to any additional compensation (beyond the contract unit prices) due to delays or inconveniences caused by the temporary suspension of the work.

STAGE 3 AREA, RUNWAY 9-27 EAST, STATION 161+65 TO STATION 192+00:

- 1. During Stage 3, Runway 5-23, Runway 9-27, Runway 13-31, Taxiway A (between Taxiway A2 and Runway 9-27) and Taxiway N (between Taxiway A and Taxiway B) shall be closed to aircraft traffic.
- 2. The Contractor shall enter and exit the airfield at the existing locked security gate located just west of the Airfield Maintenance Facility (AFM). While on the airfield, the Contractor shall stay on the existing pavement (between the construction entrance gate and the job site) or within the Stage 3 limits of construction as shown on the safety plan. The Contractor shall include costs in his bid to repair any damage done to the existing pavement during the construction of this project.
- 3. During Stage 3, the proposed haul route between the batch plant area and the proposed construction area shall follow 47th Street to Indian Bluff Road to U.S. Route 150 to U.S. Route 6 to airport entrance road to Taxiway N to the construction site. Construction traffic shall not cross the airfield.
- 4. If a temporary suspension of the work is required between Stage 2 and Stage 3, then the Contractor shall (at the end of the suspension) reopen Runway 10-28 to aircraft traffic and close Runway 9-27 to aircraft traffic prior to the start of Stage 3 when directed to do so by the MAA.
- 5. The Contractor shall install the Stage 3 barricades and lath lines prior to the commencement of any work. The barricades shall be removed and reinstalled by the Contractor as required by the MAA and/or the Resident Engineer.

6. The Contractor shall supply a traffic control guard and tractor brush at the location where the haul route intersects Taxiway A during Stage 3 hauling operations. All construction traffic shall stop at the intersection and yield to all airfield traffic at all times. Keep pavement clear of FOD at all times.
7. The Contractor shall complete all Stage 3 work and open Runway 9-27 to aircraft traffic prior to the start of and Stage 4 work.

#### STAGE 4

##### A. SOUTH STAGE 4 AREA, TAXIWAY P, STATION 651+00 TO STATION 659+00:

1. For the South Stage 4 area work, Runway 10-28, Taxiway H (south of runway 9-27), Taxiway K7, and Taxiway P (between Taxiway K and Runway 10-28) shall be closed to aircraft traffic. Runway 13-31 shall be closed to aircraft traffic only when the Contractor is work in the Runway 13-31 safety area. The Contractor shall not enter the runway/taxiway safety areas unless authorized by the MAA.
2. To access the South Stage 4 area, the Contractor shall enter and exit the airfield at the existing locked security gate that is located at the south end of Taxiway K7. While on the airfield, the Contractor shall stay on the proposed access route 4 (between the construction entrance gate and the job site) or within the South Stage 4 limits of construction as shown on Sheet 8 of the Construction Plans. The Contractor shall not cross the airfield between the north and South Stage 4 areas.
3. The Contractor shall install the access route 4 barricades and lath lines prior to the commencement of any South Stage 4 work. The barricades shall be removed and reinstalled by the Contractor as required by the MAA and/or the Resident Engineer.
4. After the South Stage 4 area work has been completed and accepted by the MAA, the Contractor shall remove the Runway 13-31 closed runway markings and open Runway 13-31 to aircraft traffic.
5. Upon the completion of Stage 4, the Runway 10-28 closed runway markings shall remain in place. Runway 10-28 shall remain closed at the end of this project.

B. NORTH STAGE 4 AREA, TAXIWAY N, STATION 704+50 TO STATION 706+00:

1. For the North Stage 4 area work, Taxiway A (between Taxiway B and Taxiway A1) and Taxiway N (between Taxiway A and Runway 9-27) shall be closed to aircraft traffic.
  2. The Contractor shall use the same construction entrance for the North Stage 4 area that he utilized during Stage 3 (construction access route 3). While on the airfield, the Contractor shall stay on the proposed access route 3 (between the construction entrance gate and the job site) or within the North Stage 4 limits of construction as shown on Sheet 8 of the Construction Plans. The Contractor shall not cross the airfield to access the North Stage 4 area.
  3. The Contractor shall install the North Stage 4 area barricades and lath lines prior to the commencement of any work. The barricades shall be removed and reinstalled by the Contractor as required by the MAA and/or the Resident Engineer.
  4. After the North Stage 4 area work has been completed and accepted by the MAA, the Contractor shall remove the barricades and lath lines and open the taxiways to aircraft traffic.
- 20-05.1.3 The Contractor shall not be entitled to any extra compensation due to delays or inconveniences caused by above said necessary methods, procedures and measures required to protect air traffic.
- 20-05.1.4 This item shall also include the furnishing, installing, moving, maintaining and removal of all equipment, material, miscellaneous items, and incidentals necessary to control traffic to the satisfaction of the Metropolitan Airport Authority and the Resident Engineer.

### EQUIPMENT AND MATERIALS

20-05.2.1 This item shall include, but not be limited to, the following work and supplies:

- (a) Barricades (drum, type II and low profile), cones, warning signs, and hazard markings: Provide placement and maintenance.
- (b) Material for providing temporary runway closure markings.
- (c) Traffic control devices for construction and airport vehicular traffic.
- (d) Temporary traffic connections necessary for ingress to and egress from the airfield.
- (e) Temporary security measures at the point(s) of ingress/egress to the airfield (guard, fencing, gates, chain, locks, etc.)
- (f) Cleaning and maintaining airfield pavements used during construction.
- (g) Constructing, cleaning and maintaining haul roads and/or service roads.
- (h) Radio equipment for communication with the FAA control tower.
- (i) Identification and marking devices for construction personnel and equipment.
- (j) All measures necessary to comply with the safety plan included in the Construction Plans.
- (k) All measures necessary to comply with the special provisions to Section 20-05 "Maintenance of Traffic" included in this Special Provision.
- (l) Restoration of staging areas, storage areas, haul roads, construction access roads, service drives, borrow areas, and any other areas damaged during construction.
- (m) Demobilization and mobilization of manpower and equipment to open and/or close runways as required by the Metropolitan Airport Authority.
- (n) Installation and removal of any temporary electrical power and/or telephone facilities required by the Contractor and/or contract during construction to the satisfaction of the MAA and Resident Engineer.
- (o) Installation and maintenance of safety area lath lines as shown on the Safety Plan in the Construction Plans. Lath lines shall consist of 2"x2" wood posts spaced at 15' intervals and driven into the ground with rope or heavy twine tied between the posts. Six inch wide yellow plastic warning ribbon shall be wrapped around the rope or heavy twine between the posts.

- (p) All other items as necessary to maintain control of the project as outlined in the Construction Plans and specification or as directed by the Resident Engineers.

#### CONSTRUCTION METHODS

- 20-05.3.1 The traffic maintenance equipment and materials shall be provided, placed, and maintained during the construction as indicated in the plans or as directed by the Resident Engineer.
- 20-05.3.2 The traffic maintenance equipment and materials shall be removed, and reinstalled by the Contractor during the construction of the project as directed by the Resident Engineer and/or as dictated by the current construction activity location.
- 20-05.3.3 After the construction has been completed and accepted by the Resident Engineer the traffic maintenance equipment and materials shall be removed by the Contractor. The removal of traffic maintenance equipment and materials shall not commence until approval by the Resident Engineer has been received. The Contractor shall clean up all debris resulting from maintaining traffic.
- 20-05.3.4 Work included in this item shall conform to applicable FAA Regulations and shall be approved in advance by the Resident Engineer and the MAA.

#### METHOD OF MEASUREMENT

- 20-05.4.1. The quantity of traffic maintenance to be paid for under this item shall be measured per lump sum for furnishing all materials, equipment, and labor required for this construction including, but not limited to maintenance of traffic, compliance with safety plan, compliance with Section 20-05 "Maintenance of Traffic" items, restoration, and all other necessary items to complete the construction operations for this project.

#### BASIS FOR PAYMENT

- 20-05.5.1 Payment will be made at the contract unit price per lump sum for Traffic Maintenance. This price shall be full compensation for furnishing all materials and for all preparation, assembly, installation, removal, reinstallation as required of these materials and for all labor, equipment, tools and incidentals necessary to complete this item.

Payment will be made under:

ITEM AR150530 -- TRAFFIC MAINTENANCE -- per lump sum.

#### 20-06 REMOVAL OF EXISTING STRUCTURES

REVISE the first paragraphs to read as follows:

All existing structures encountered within the established lines, grades, grading sections, or as indicated in the Construction Plans shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing and disposing of such existing structures shall not be measured or counted for separately as a contract pay item. The cost for removing and disposing of such existing structures shall be included in the contract unit prices.

#### 30.06 CONSTRUCTION LAYOUT CONSTRUCTION LAYOUT STAKES

DELETE entire Section.

ADD: The Resident Engineer shall furnish all construction layout for this project.

#### 30-12 LOAD RESTRICTIONS

ADD the following to this Section:

The Contractor shall coordinate construction access with the County Superintendent of Highways and/or the Township Road Commissioner. The Contractor shall be responsible for damage to any public road caused by his construction operations. The Contractor shall repair any damage caused by his construction traffic to the satisfaction of the Owner. The Contractor shall provide and install any warning signs (trucks entering highway, etc.) as required by the County Superintendent of Highways.

ADD the following Sub-Section:

##### 30-12.1 PERMITS:

The Contractor shall procure all required permits for entering, operating, and hauling on public roadways. The Contractor shall meet all requirements of said permits.

#### 30-18 PLANS AND WORK DRAWINGS

REVISE references to “approval” in first paragraph to “review”.

The following information shall be clearly marked on each shop, working, and layout drawing, catalog cut, pamphlet specifications sheet, etc. submitted.

PROJECT LOCATION: Quad City International Airport  
PROJECT NUMBERS: Illinois Project MLI-3791  
AIP Project 3-17-0068-XX  
CONTRACT ITEM: (E.G. 751-5.20)  
SUBMITTED BY: (Contractor/Subcontractor Name)  
DATE: (current date)

#### 50-10 BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS

ADD the following paragraphs to this Section:

It will be the responsibility of the Contractor to properly mark the closed runway; and, when the runway is reopened, to remove the marking. A detail drawing of the closed runway marking is included on the proposed safety plan. The Contractor will be responsible for placing and removing the crosses as the runway is closed and opened.

The Contractor shall supply, install, and maintain lighted low profile barricades for this project as detailed in the Construction Plans. The Contractor will be responsible for placing and removing the lighted low profile barricades as the pavements are closed and opened.

Any cost of labor and equipment which is necessary to insure safety at the airport during the duration of the project will be included in the Traffic Maintenance contract unit price. No additional reimbursement beyond the contract unit price shall occur.

#### 50-12 PROTECTION AND RESTORATION OF PROPERTY

ADD the following paragraphs to this Section:

The Contractor shall take special precautions during construction so as not to damage the existing roads, parking lots, runways, aprons, taxiways, building and other existing improvements.

Any such existing improvements damaged by the Contractor during construction shall be repaired or replaced by him at his own expense.

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

The proposed minimum utility protection information shown on the Construction Plans is approximate and included for informational purposes only to help educate the Contractor on the scope of the work to be included in the contract unit prices. The Contractor is responsible to determine what additional protection is required to prevent damage to the existing utilities/improvements. The Contractor shall be responsible for all repair or replacement costs for damaged utilities/improvements.

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

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

#### 50-13 RESPONSIBILITY FOR DAMAGE CLAIMS

REVISE the second line of the first paragraph to read as follows:

"...indemnify and save harmless the Division, the Owner, the Consultant Engineers, Subconsulting Engineer, and the F.A.A....."

ADD the following three paragraphs between the first and second paragraphs of this Section:

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless the OWNER, PARTICIPATING AGENCIES (the Division and the FAA), SUBCONSULTANTS, CONSULTANT ENGINEERS, and their respective agents and employees (indemnities) from and against any and all claims, damages, losses, economic losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work (including specifically claims arising under the Illinois Structural Work Act), provided that such claim, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property (other than the Work itself), including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omission of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, excluding any proportionate amount of any claim, damage, loss or expense which is caused by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations

of indemnity which would otherwise exist as to a party or person described in this Paragraph.

In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, a Subcontractor, anyone directly employed by them or anyone for whose acts they be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

This indemnification shall also include, but not be limited to, any penalties, fines or other actions imposed by the U. S. Department of Labor or the State of Illinois under the Occupational Safety and Health Act (O.S.H.A.) as a result of the Contractor's acts or omissions on this project.

REVISE the last paragraph of this Section to read as follows:

"The Contractor, prior to execution of the contract, shall file with the Division and the Consultant Engineer, copies of completed certificates of insurance, satisfactory to the Division and the Consultant Engineer, to afford protection against all claims for damages to public or private property, and injuries to persons, arising out of and during the progress of the work to its completion, as defined by Section 60-12. The policy of insurance shall include the Owner, the participating agencies (the Division and the FAA), Subconsultant Engineers, and Consultant Engineers, as additional insured or provide separate coverages with individual protective policies for all of the above named parties. The minimum amounts of insurance shall be as follows, except no restrictions or occurrence limits will be permitted:

General Public Liability Insurance: \$1,000,000/Person  
\$2,000,000/Occurrence

Property Damage Insurance: \$1,000,000/Occurrence

In addition to the above policies, Contractor shall provide an "Umbrella" policy covering his entire operation in the amount of \$3,000,000.

All such insurance must include an endorsement whereby the insurer agrees to notify the Division and the Consultant Engineer at least 30 days prior to nonrenewal, reduction or cancellation. Contractor shall furnish to the Division and the Consultant Engineer a copy of the endorsement in addition to any other insurance certificate required. The Contractor shall cease operations on the project if the insurance is canceled or reduced below the required amount of coverage. All costs for insurance as specified herein will not be paid for separately, but shall be considered as incidental to the contract."

50-17 CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES  
OF OTHERS

ADD the following to this Section:

<u>Utility Service or Facility</u>	<u>Person to Contact</u>	<u>Telephone Number</u>
Airport Facilities	Metropolitan Airport Authority	757-1743
Airport Lighting	Metropolitan Airport Authority	757-1752
FAA Control and Communications Cable	Airways Facility Unit	799-7303
Water Mains	Metropolitan Airport Authority	764-9621
Electric Cables Mid-American Energy Company	JULIE (Joint Utility Locating Information for Excavators)	1-800-892-0123
Telephone Cables Illinois Bell	JULIE	1-800-892-0123
Telephone Company AT&T of Illinois		
Gas Mains Mid-American Energy Company	JULIE	1-800-892-0123

50-25 CONTRACTOR'S WARRANTY

ADD the following paragraphs to this Section:

Airport lighting equipment and materials covered by F.A.A. Specifications to be supplied to this project, shall have the prior manufacturer's approval by the F.A.A. and listed in the most current Advisory Circular for Approved Airport Lighting Equipment.

All other equipment and materials covered by other referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specifications.

60-07 TEMPORARY SUSPENSION OF THE WORK

DELETE the first two paragraphs and INSERT the following:

The Contracting Agent (IDOT-DOA and/or the MAA) reserves the right to temporarily suspend the work wholly, or in part, for such periods as they may deem necessary, due to unsuitable weather, airport operation considerations, or other such conditions as are considered unfavorable for the prosecution of the work or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

All measures necessary to comply with the temporary suspension of the work, as required by the Contracting Agent (IDOT-DOA and/or the MAA), shall be included in the traffic maintenance contract unit price. The Contractor shall not be entitled to any additional compensation (beyond this pay item) due to delays or inconveniences caused by the temporary suspension of the work.

60-09 FAILURE TO COMPLETE ON TIME

DELETE the second paragraph to this Section:

ADD the following paragraphs to this Section:

RUNWAY 9-27 AVAILABILITY LIQUIDATED DAMAGES:

This contract includes the closing of existing Runway 9-27 at the QCIA. Runway 9-27 is the only ILS (Instrument Landing System) runway at the airport. The airport can not operate during low visibility conditions without Runway 9-27.

It being understood and agreed that once Runway 9-27 is closed to aircraft traffic, the reopening of Runway 9-27 is an essential part of the construction contract, the Contractor agrees to complete all proposed contract work including clean-up and inspection within the calendar days stipulated in the contract or within such extra time as may have been allowed by extensions, the Contractor agrees that the Department of Transportation shall withhold from such sum of money as may be due him/her (or his/her surety) under the terms of this contract, the amount of \$5,000.00 (Five Thousand Dollars) per each and every calendar day until all of the contract work is finished and accepted by the Department of Transportation. These costs shall be considered and treated not as a penalty, but as damages due to the Department of Transportation from the Contractor by reason of the failure of the Contractor to complete the proposed contract work, clean-up, inspection, and demobilization within the calendar days stipulated in the Contract. These daily damages shall be applied to each and every calendar day during any winter shutdown unless the project has been suspended by the Contracting Agency (IDOT-DOA and/or the MAA) and Runway 9-27 has been re-open to aircraft traffic.

ADD the following special Sections:

#### HAUL ROUTE

The Contractor will use only the designated haul route as shown on Sheets 4 thru 9 of the Construction Plans. The Contractor's men and equipment shall not traverse outside the designated work areas to other locations on the airport or off of airport property. The designated haul route will be the only vehicular access to the construction site.

It will be the Contractor's responsibility to procure all required permits from public agencies for entering, operating, and hauling materials on public roadways. The Contractor shall meet all requirements of said permits.

It will be the Contractor's responsibility to clear and build the haul routes and construction staging area as required to complete the contract work. The Contractor shall restore the haul routes and construction staging area upon completion of the project. All costs for clearing, maintaining, and restoring the haul routes and construction staging area shall be included in contract unit prices.

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

#### EQUIPMENT PARKING

The Contractor shall park equipment in the areas designated for construction staging. This area is shown on Sheet 4 of the Construction Plans.

#### SCHEDULING OF OPERATIONS

The Contractor shall coordinate all work on this project with the Resident Engineer and the Metropolitan Airport Authority to insure that the construction will cause the least amount of inconvenience possible to normal airport activity.

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

In the event that other construction projects are in progress at the airport at the same time as this project, the Contractor will be required to cooperate with all other Contractors and the Metropolitan Airport Authority in the coordination of the work. The earthwork Contractor shall cooperate and coordinate his earthwork activities with the other Contractors' activities in order to provide an orderly and properly sequenced progression of construction. Any disagreement between Contractors will be settled by the Contracting Agent (IDOT-DOA). No extra compensation will be due to the earthwork Contractor for delays caused by sequencing of construction events. Cooperation and coordination shall occur between the Contractors during the construction of these projects.

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

The Contractor shall not be entitled to any extra compensation due to delays or inconvenience caused by said necessary methods, procedures, and measures to protect air traffic, delays caused by sequencing of construction events, and/or delays caused by coordination with others.

#### 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.

DIVISION II – PAVING CONSTRUCTION DETAILS

EARTHWORK

ITEM 150 – ENGINEER’S FIELD OFFICE

ADD the following Section:

METHOD OF MEASUREMENT

- 150-3.1 The quantity of Engineer’s Field Office to be paid for under this item shall be measured per lump sum for furnishing all materials, equipment, labor, and all other necessary items required to complete this item in accordance with this special provision.

BASIS OF PAYMENT

DELETE Section 150-3.1 and insert the following:

- 150-4.1 This item will be paid for at the contract price per lump sum for a field office, which price shall include all utility costs (including long distance telephone service for the Resident Engineer and his representatives) and shall reflect the salvage value of the building or mobile unit, equipment, and furniture which becomes the property of the Contractor after release by the Resident Engineer.

Payment will be made under:

ITEM AR150510 -- ENGINEER'S FIELD OFFICE -- per lump sum.

ITEM 152-EXCAVATION AND EMBANKMENT

DESCRIPTION

152.1.1 ADD the following to this Section:

This item shall include, but not be limited to, all work necessary to remove existing soils from the proposed cut areas, stockpile soils as required, haul soils from the proposed cut areas or stockpile areas to the proposed embankment or soil disposal areas, installation of soils/topsoils, and backfill, compaction of soils where required, final grading, disposal of waste soils and other miscellaneous grading and backfilling as shown on the Construction Plans or as required by the Resident Engineer.

The Contractor shall remove existing topsoil materials, complete earthwork and then reinstall topsoil materials as required to guarantee the final 4" of soil materials will support vegetation growth. If Contractor installs soil that will not support vegetation growth, the Contractor shall remove the top 4" of the soil materials and haul in topsoil materials at his own expense without additional compensation beyond the contract unit prices.

The Contractor will be paid for hauling the soil materials one time only. The cost of moving, stockpiling, removing, reinstalling, etc. of the soil materials as required to complete the contract work shall be included in the 152 Earthwork cubic yard prices as defined in this Special Provision.

152-1.2 CLASSIFICATION

ADD the following to this Section:

All materials excavated, regardless of the source and type, including vegetation strippings, concrete materials and solid rock materials shall be defined as "UNCLASSIFIED EXCAVATION", and/or "UNCLASSIFIED DISPOSAL OFFSITE". These contract items shall include the removal and off site disposal of existing concrete slabs, broken concrete, concrete footings, concrete drainage structures, seal coat/gravel service roads, and solid rock materials from the proposed excavation areas.

152410-UNCLASSIFIED EXCAVATION shall include all materials which are moved within the airfield security fence. That is, all materials moved inside or between the Runway 9-27, service road, Runway 13-31, Runway 5-23 and Runway 10-28/Taxiway P areas.

152419-UNCLASSIFIED DISPOSAL OFFSITE shall include all waste soil materials that are moved between the airfield construction site and the proposed south offsite disposal area. The Contractor shall have the option to dispose of the excess soil materials removed from the airfield at a suitable approved location of off airport property. The Contractor would be responsible for finding a suitable disposal area if he/she selects this option.

### CONSTRUCTION METHODS

#### 152-2.1 GENERAL

ADD the following to this Section:

The payments under items 152410-UNCLASSIFIED EXCAVATION and 152419-UNCLASSIFIED DISPOSAL OFFSITE shall be based upon measuring the volume of cubic feet of soils removed as shown in the Construction Plans. The following information is approximate and included for informational purposes only to help educate the Contractor on the scope of the work to be included in the contract unit prices. A twenty-five (25) percent shrinkage factor is included in the calculations for necessary compacted embankment materials. Separate measurement for payments and/or payments shall not be made for the individual functions or steps required to complete the earthwork activities. The Contractor shall include all costs in the contract items 152410-UNCLASSIFIED EXCAVATION and 152419-UNCLASSIFIED DISPOSAL OFFSITE cubic yard prices. The below figures are approximate and no adjustments to the contract unit prices shall be made for minor variations.

QCIA, RUNWAY 9-27 RECONSTRUCTION  
EARTHWORK SUMMARY

ITEM NUMBER	ITEM/LOCATION	RAW CUT (C.Y.)	RAW RILL (C.Y.)	FILL WITH SHRINKAGE (C.Y.)	PAVEMENT MADE UNDER (C.Y.)		REMARKS
					AR152410 UNCLASSIFIED EXCAVATION	AR152419* UNCLASSIFIED DISPOSAL OFFSITE	
1	RNWX 9-27, STA. 86+00 TO STA. 192+00 (INCLUDING SIDE RUNWAYS & TAXIWAYS)	28,959	1,758	2,198	2,198	26,761	WASTE TO AREA 4 = 26,761 C.Y.
2	SERVICE ROAD, STA. 0+50 TO STA. 9+00	785	0	0	0	785	WASTE TO AREA 4 = 785 C.Y.
3	TXWY P, STA. 651+00 TO STA. 659+00 (STAGE 4)	1,425	628	785	785	640	WASTE TO AREA 4 = 640 C.Y.
4	SOUTH OFFSITE DISPOSAL AREA, STA. 0+00 TO STA. 5+00		22,549	28,186			
	TOTALS	31,169	24,935	31,169	2,983	28,186	PROJECT SHRINKAGE PROVIDED = 25%

NOTES:

1. The above earthwork summary table does not include volumes or earthwork for items not measured and/or paid for. No measurements or payments shall be made for stripping, stockpiling (unless noted otherwise), topsoils, and/or minor erosion control ditches.
2. \* = Item 152419 Unclassified Disposal Offsite materials will be hauled from the airfield to the south offsite disposal area.

ADDITIVE ALTERNATE 2  
TAXIWAY N APRON REMOVAL  
QCIA, RUNWAY 9-27 RECONSTRUCTION  
EARTHWORK SUMMARY

ITEM NUMBER	ITEM/LOCATION	RAW CUT (C.Y.)	RAW RILL (C.Y.)	FILL WITH SCHRINKAGE (C.Y.)	PAVEMENT MADE UNDER (C.Y.)		REMARKS
					AT152410 UNCLASSIFIED EXCAVATION	AT152419* UNCLASSIFIED DISPOSAL OFFSITE	
4	SOUTH OFFSITE DISPOSAL AREA, STA. 0+00 TO STA. 5+00		1,216	1,520			
5	TAXIWAY N STA. 70+87 TO STA. 705+63	1,900	304	380	380	1,520	WASTE TO AREA 4 = 1,520 C.Y.
	TOTALS	1,900	1,520	1,900	380	1,520	PROJECT SHRINKAGE PROVIDED = 25%

NOTES:

1. The above earthwork summary table does not include volumes or earthwork for items not measured and/or paid for. No measurements or payments shall be made for stripping, stockpiling (unless noted otherwise), topsoils, and/or minor erosion control ditches.
2. \* = Item 152419 Unclassified Disposal Offsite materials will be hauled from the airfield to the south offsite disposal area.

CONSTRUCTION METHODS

152-2.2 EXCAVATION

ADD the following to this Section:

Compaction control testing shall be accomplished for aircraft weights of 60,000 pounds or more.

152-2.4 DRAINAGE EXCAVATION

ADD the following to this Section:

The Contractor shall transport materials along the haul roads only. The locations of all haul roads shall be approved by the Resident Engineer prior to beginning any work on this item. The Contractor shall also be responsible for placing, maintaining, and removing any necessary drainage structures to allow crossing the various drainage ditches located on airport property. The Contractor shall take special precautions when hauling excavated materials so as not to create deep ruts. All existing graded, turfed, sodded and/or formed areas which are disturbed or rutted by the Contractor, during his hauling operations, shall be regraded, returfed and refinished at his own expense and to the satisfaction of the Resident Engineer. No additional payment for haul will be allowed the Contractor.

152-2.5 PREPARATION OF EMBANKMENT AREA

ADD the following to this Section:

All vegetation such as brush, heavy sods, heavy growth of grass, decayed vegetable matter, rubbish, and any other unsuitable material within 10' of the future paved areas shall be stripped or otherwise removed before embankment operations are started. Strippings from under the future paved areas may be stockpiled and used for topsoil and/or may be placed in the shoulder embankment area outside the limits of future pavement (as directed by the Resident Engineer), scarified, and broken by means of a disc harrow, plow or other approved equipment to the satisfaction of the Resident Engineer.

All vegetation such a brush, heavy sods, heavy growth of grass, decayed vegetable matter, rubbish, and any other unsuitable material 10' or more outside the future paved areas shall be stripped or otherwise removed before earthwork operations are started. Strippings from outside the future paved areas shall be stockpiled and used for topsoil upon the completion of the earthwork activities. These materials shall be scarified, and

broken by means of a disc harrow, plow or other approved equipment to the satisfaction of the Resident Engineer.

No direct payment and/or measurements shall be made for the work performed under this section. The costs for all strippings, stockpiling, topsoil placement, and minor erosion control measures shall be included in the 152 Earthwork contract unit prices.

#### 152-2.7 PREPARATION AND PROTECTION OF THE TOP OF THE SUBGRADE

ADD the following to this Section:

At all times during construction, the ground surface shall be properly graded to promote rapid clearing of rainwater. The Contractor shall install temporary drainage ditches as requested by the Resident Engineer. Any water that accumulates on the ground surface shall be immediately removed by the Contractor. Excessively wet or disturbed soils at the base of any excavation or fill areas shall be removed prior to the placement of any additional fill. Any ground surface which will be exposed to weather and not immediately worked shall be bladed off with a motor grader and compacted with a smooth roller to seal the ground surface and prevent infiltration of moisture as approved by the Resident Engineer. When requested by the Resident Engineer and/or when it is predicted that inclement weather may develop, the Contractor shall cease embankment construction and seal the embankment ground surface.

#### 152-2.10 TOPSOIL

ADD the following to this Section:

Topsoil shall be salvaged from strippings or other grading operations. Strippings shall be stockpiled during excavation operations so that soils can be removed. The strippings shall be reinstalled after excavation operations are complete. Grade stakes for topsoil placement shall not be set. No direct payment or measurements will be made for topsoil.

No direct payment or measurements shall be made for the work performed under this section. The costs for all stripping, stockpiling, topsoil placement, and minor erosion control ditches shall be included in the 152 Earthwork contract unit prices.

METHOD OF MEASUREMENT

152-3.1 DELETE:

The phrase “and stripped” from the last sentence of the first paragraph.

Add to this Section:

Excavation or handling of soils shall be paid for only once. Stockpiling of soils for later reuse and redistribution shall be done at the Contractor’s expense. Redistribution or spreading of stockpiled soils shall be done at the Contractor’s expense.

No direct measurements shall be made for stripping, stockpiling, topsoil placement, minor fill-in of abandoned structures and ditches, minor erosion control ditches, and the removal and disposal of existing concrete slabs, footings, drainage structures, and storm sewers. These items shall be considered incidental to the 152 Earthwork contract unit prices.

152-3.2 DELETE the entire Article and insert the following:

Borrow material paid for shall be the number of cubic yards measured in its original position in excavation, and pay quantities shall be computed by the method of average end areas.

152-3.3 DELETE the entire Article.

ADD the following to this Section:

152-3.4 Only materials excavated and hauled away from the existing airfield shall be measured under item 152419 UNCLASSIFIED DISPOSAL OFFSITE.

BASIS OF PAYMENT

152-4.3 DELETE the entire Article.

152-4.4 DELETE the entire Article.

ADD the following to this Section:

152-4.5 Payment shall be made at the contract unit price per cubic yard for “UNCLASSIFIED DISPOSAL OFFSITE”. This price shall be the full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

ITEM AR152410 -- UNCLASSIFIED EXCAVATION -- per cubic yard.

ITEM AR152419 -- UNCLASSIFIED DISPOSAL OFFSITE -- per cubic yard.

ITEM AT152410 -- UNCLASSIFIED EXCAVATION -- per cubic yard.

ITEM AT152419 -- UNCLASSIFIED DISPOSAL OFFSITE -- per cubic yard.

ITEM 156500 – EROSION CONTROL

METHOD OF MEASUREMENT

DELETE Sections 156-4.1, 156-4.2 and 156-4.3 and INSERT the following:

- 156-4.1 The quantity of Temporary Erosion Control to be paid for under this item shall be measured per lump sum for furnishing all materials, equipment, overhead, and labor required for the construction and administration of this project including, but not limited to, compliance with the storm water pollution prevention plan, IEPA construction site activities NPDES Permit No. ILR100000, IEPA regulations, temporary seeding, and all other necessary items to complete this item. The contractor shall comply with the applicable provisions of the Illinois Environmental Protection Agency's "Standards and Specifications for Soil Erosion and Sediment Control" and the FAA's Advisory Circular 150/5370-10A "Standards For Specifying Construction of Airports".

BASIS OF PAYMENT

DELETE Section 156-5.1 and INSERT the following:

- 156-5.1 Payment will be made at the contract unit price per lump sum for Temporary Erosion Control. This price shall be full compensation for furnishing all materials and for all preparation, assembly, installation, removal, reinstallation as required of these materials and for all labor, equipment, tools, temporary seeding, and incidentals necessary to complete this item.

Payment will be made under:

ITEM AR156500 -- TEMPORARY EROSION CONTROL -- per lump sum.

ITEM 156540 – RIPRAP

DESCRIPTION

156-1.1 ADD:

Item AR156540- Riprap materials will be used in locations where the existing ground is too soft to support construction operations as determined by the Resident Engineer. The minimum thickness of the riprap stone shall be 12 inches. The MAA reserves and shall have the right to delete part or all of the AR156540 pay item from the proposed contract work. The Contractor shall not be entitled to any extra compensation for the deletion of this pay item or quantities.

MATERIALS

156-2.1 ADD:

IDOT Coarse Aggregate Gradation Number RR-1, RR-2, CA-3, and/or a similar graded material, as approved by the Resident Engineer, shall be used in the locations (as determined by the Resident Engineer) for the AR156540 Riprap materials.

CONSTRUCTION METHODS

156-3.1 DELETE the first paragraph and insert the following:

Prior to placement of the riprap material, the Contractor shall undercut the designated area to a depth that is determined by the Resident Engineer. The Contractor shall dispose of the undercut material removed at a suitable location off of airport property. The Contractor is responsible for finding a suitable disposal area. The Contractor shall include the costs for removing and disposing of the undercut materials in the AR156540-Riprap contract unit rate. The undercut materials shall not be measured for payment.

METHOD OF MEASUREMENT

156-4.1 ADD the following to this Section:

Riprap used for aggregate pipe bedding shall not be measured for payment under this item.

The minimum thickness of the riprap stone shall be 12 inches.

BASIS OF PAYMENT

156-5.1 ADD the following to this Section:

Riprap used for aggregate pipe bedding shall not be paid for under this item.

Payment will be made under:

ITEM AR156540 -- RIPRAP -- per square yard.

ITEM 209 – CRUSHED AGGREGATE BASE COURSE

DESCRIPTION

209-1.1 ADD:

Item 209510 Crushed Aggregate Base Course material will be used to construct a variable depth base for the proposed Runway 9-27 bituminous shoulders and a 8” base for the proposed Taxiway B bituminous pavement widening. This material shall not be used to construct proposed services roads. Maximum pay width for the base material shall be 12 inches beyond the edge of the proposed pavement. If the Contractor requires additional width for pavement installation, the additional materials shall meet the same specifications, but will be considered incidental.

This item shall also include furnishing and installing geotextile fabric on the bituminous shoulders, pavement widening, and service roads proposed aggregate base course and/or waste milling areas as indicated on the Construction Plans or as otherwise required by the Resident Engineer. Geotextile fabric used for pipe installation shall not be included for payment in this item.

MATERIALS

209-2.1 ADD:

Sieve designation B, 1 1/2 inch maximum, TABLE 1, shall be used in the locations as indicated on the Construction Plans for the 209510 Crushed Aggregate Base Course.

In Table 1: 1. Change IDOT Gradation CM-4 to CA-4 for Sieve Designation A.  
2. Change IDOT Gradation CM-6 to CA-6 for Sieve Designation B.

ADD the following Section:

209-2.3 GEOTEXTILE FABRIC

The geotextile fabric shall consist of woven or nonwoven filaments of polypropylene, polyester, nylon or polyethylene. Nonwoven fabric may be needle punched, heat-bonded, resin-bonded or combinations thereof. The fabric shall be inert to commonly encountered chemicals, rot proof, dimensionally stable (i.e. fibers must maintain their relative position with respect to each other), resistant to delamination, and conform to the following physical properties.

Weight (oz./sq. yd.)	6.0	- ASTM D1910
Grab tensile strength (lbs.)	300 min.*	- ASTM D1682
Grab Elongation at break (%)	15 min.*	- ASTM D1682
Burst strength (psi)	250 min.*	- ASTM D751
Trapezoidal tear strength (lbs.)	75 min.**	- ASTM D2263
Equivalent opening size (EOS)		
Sieve No.	50 min.**	- CW 02215-77

\* For woven fabric, test results shall be referenced to orientation with warp or fill, whichever case may be. Both woven and nonwoven fabrics shall be tested wet.

\*\* Manufacturer's certification of fabric to meet requirement.

Handling and Storage: Fabric shall be delivered to the job site in such a manner as to facilitate handling and incorporation into the work without damage. In no case shall the fabric be stored or exposed to direct sunlight that might significantly diminish its strength or toughness.

### CONSTRUCTION METHODS

#### 209-3.2 EQUIPMENT

ADD the following paragraphs to this Section:

Provisions shall be made by the Contractor for furnishing water at the plant and at the site of the work by equipment of ample capacity and of such design as to assure uniform mixing and application.

#### 209-3.4 FINISHING AND COMPACTING

DELETE the fifth sentence in the first paragraph and insert the following sentence in its place:

Rolling shall continue until the base material has been compacted to not less than 95% density, as determined by the compaction control tests specified in Division VII.

Compaction control testing shall be accomplished for aircraft weights of 60,000 pounds or more.

ADD the following Section:

### 209-3.13 GEOTEXTILE FABRIC

Prior to installation of the fabric, surface shall be cleared of debris, sharp objects and trees. Tree stumps shall be either removed or cut to the level of the ground surface. In the case of subgrades, all wheel tracks or ruts in excess of 2 inches in depth shall be graded smooth or otherwise filled with soil to provide a reasonably smooth surface.

Fabric sections shall be joined by overlapping the upper strip over the next lower strip, and also overlapping longitudinal edge joints by at least 2 feet. The fabric shall be held firmly in place by pinning the overlapped joints with wire staples made from No. 11 gage or heavier wire, width 1 or 2 inches at the throat and 6 inches from top to bottom after bending. The staples shall be packaged in cartons.

Torn fabric shall be repaired in place by cutting and placing a piece of the same fabric over the tear. The dimensions of the patch shall be at least two (2) feet larger than the largest dimension of the tear, and it shall be pinned securely to prevent the stone from causing lap separation.

#### METHOD OF MEASUREMENT

##### 209-4.1 ADD the following to this Section:

The quantity of Crushed Aggregate Base Course to be paid for shall be the number of tons of material placed, bonded and accepted by the Resident Engineer in the completed base course. Aggregate in excess of 12" beyond the pavement edge will not be measured for payment but shall be considered incidental to this pay item.

##### 209-4.3 DELETE the first sentence and insert the following in its place:

Measurement for payment will not be made for any crush aggregate base course in excess of 105 percent of plan quantity plus (or minus) theoretical quantities authorized by the Resident Engineer.

ADD the following Sections:

##### 209-4.4 The quantity of geotextile fabric to be paid for shall be the number of square yards as specified, in place, completed, and accepted. The overlapped areas will not be measured for payment, but shall be included in the contract unit price. Geotextile fabric used for pipe installation shall not be measured for payment under this item.

BASIS OF PAYMENT

209-5.1 ADD the following to this Section:

Payment will not be made for aggregate in excess of 105 percent of the amount specified by the Resident Engineer nor for aggregate placed outside the design width.

The tonnage of each type of aggregate base measured as provided above shall be paid for at the contract unit price per ton for each type of aggregate base course, which price and payment shall constitute full compensation for removal and disposal of existing materials as required to install proposed materials, preparing subgrade; furnishing, hauling and placing the materials; for spreading, sprinkling (if required), compacting and rolling, for refilling test holes (when necessary); and for furnishing all labor, equipment, tools, water and incidentals necessary to complete the work. This item shall not include aggregate materials required for paving operations (form setting and/or slip form machinery).

ADD this Section:

209-5.2 The number of square yards of geotextile fabric measured as provided above shall be paid for at the contract unit price per square yard for furnishing, storing, and installing the geotextile fabric. This price shall be full compensation for all labor, materials, and equipment necessary to complete this item. Geotextile fabric used for pipe installation shall not be paid for under this item.

Payment will be made under:

ITEM AR209510 -- CRUSHED AGGREGATE BASE COURSE -- per ton.

ITEM AR209600 -- GEOTEXTILE FABRIC -- per square yard.

ITEM AT209510 -- CRUSHED AGGREGATE BASE COURSE -- per ton.

ITEM AT209600 -- GEOTEXTILE FABRIC -- per square yard

ITEM 401004 – BITUMINOUS SURFACE COURSE-METHOD II-SUPERPAVE

401-1.1 ADD the following to this Section:

Item 401610 Bituminous Surface Course-Method II-Superpave shall include all work necessary to supply and install the bituminous surface course material for the Runway 9-27 shoulders and the Taxiway B widening. The Runway 9-27 shoulder bituminous surface course shall be installed in a single three (3) inch thick compacted lift. The Taxiway B widening bituminous surface course shall be installed in two (2) inch maximum thickness compacted lifts.

401-3.2 JOB MIX FORMULA (JMF)

ADD the following:

Superpave Marshall Design Criteria for aircraft over 60,000 pounds shall be used for this project.

Mix gradation B (3/4" maximum), TABLE 4, shall be used unless otherwise specified by the Resident Engineer.

401-4.9 TRANSPORTING, SPREADING, AND FINISHING

ADD the following paragraph after the fourth paragraph:

No bituminous pavement shall be installed until the underlying surface has been cleaned, prepared, tack coated (or primed) and accepted by the Resident Engineer. Unless otherwise determined by the Resident Engineer, a tack coat shall be applied between all lifts of bituminous surface course.

Prior to the application of the tack coat materials, the pavement to be overlaid shall be cleared of all dirt, dust, and loose materials. Power brooms, sweepers and high pressure air shall be used to remove dust and debris to the satisfaction of the Resident Engineer. Placement of bituminous paving materials must be delayed until the tack coat is properly cured as determined by the Resident Engineer.

The first lane of all lifts of the bituminous surface course shall be started at the center of the pavement with a taut stringline (guide wire) set to grade at both sides of the paver. The automatic grade control system of the paver shall be used to control grade at both sides of the paver from these reference stringlines. The grade control for the adjacent lanes of pavement shall be maintained by using a matching shoe with the previous laid pavement and a stringline on the outer edge of the next lane. A stringline and matching shoe shall be used to pave all remaining lanes of all lifts of surface course. The maximum lift thickness shall be two (2) inches (three (3) inches for the Runway 9-27 shoulders) compacted unless otherwise authorized by the Resident Engineer.

#### 401-4.12 SHAPING EDGES

ADD the following as the second paragraph to this Section:

All pavement edges including the pavement ends must be left in proper alignment as shown on the plans. This may be accomplished by a trimming method or, at the Contractor's option, by sawing after the paving has been completed. No additional compensation will be made if the sawing method is used.

#### BASIS OF PAYMENT

#### 401-6.1 ADD the following to this Section:

This is a Method II (over 2,500 tons/pay item) project.

Payment will be made under:

ITEM AR401610 -- BITUMINOUS SURFACE COURSE -- per ton.

ITEM AR401630 -- BITUMINOUS SURFACE TEST SECTION -- per each.

ITEM AT401610 -- BITUMINOUS SURFACE COURSE -- per ton.

ITEM 401650 – BITUMINOUS PAVEMENT MILLING

DESCRIPTION

401-1.1 ADD the following to this Section:

This item shall consist of milling and planning materials from the existing pavement to produce a pavement surface texture consisting of a uniform pattern of discontinuous longitudinal striations interspersed on an otherwise smooth flat surface.

This item shall also include the construction of proposed flush aggregate service roads using selected pavement milling waste materials as detailed in the Construction Plans. Change the phase “HMA Pavement Milling” to “Bituminous Pavement Milling” in all locations in this Article.

EQUIPMENT

ADD the following paragraphs:

401-2.2 The machines used for milling and planning shall be self-propelled grinding machines. The grinding machines shall be capable of accurately and automatically establishing profile grades by referencing from a taut string line or an independent grade reference control system to provide a milled surface with a tolerance of 3/16 inches in 16 feet when tested with a 16 foot straightedge. The machines shall have a positive means for controlling cross slope elevations. The machines shall have an effective means for removing excess materials from the surface and for preventing dust resulting from the operation from escaping into the air. The machines used for milling and planning the pavement shall have a twelve foot (12') wide, or equal, drum that is at least twenty-eight inches (28") in diameter and capable of removing a layer of material that is at least 1 1/2 inches in depth in a single pass. The Contractor may substitute a multiple number of smaller width machines (that will mill the total width of the proposed paving lanes in a single pass) for the above referenced 12' wide machine.

The cutting teeth used in the milling operation shall be the GTE AM 722, or an approved equivalent. When the teeth become worn so they will not produce the required surface texture, they shall be changed at the same time (as a unit). Occasionally, individual teeth may be changed if they lock up or break, but this method shall not be used to avoid changing the set of teeth as a unit.

The moldboard shall be straight, true, and free of excessive nicks or wear, and it shall be replaced as necessary to uniformly produce the required surface texture.

### CONSTRUCTION METHODS

ADD the following paragraphs:

- 401-3.2 The Contractor shall be required to make saw cuts to the depths required by the Resident Engineer where the existing pavements to be removed abuts the existing pavement to remain-in-place. The saw cut lines shall be not more than  $\pm 1$ " from the line marked by the Resident Engineer. All sawing shall be accomplished to provide a smooth vertical face on a straight horizontal line. After the saw cutting is complete, the pavement surface shall be milled to a depth as indicated on the Construction Plans. The milling equipment must be capable of milling the surface to the elevation and grade shown on the Cross Sections. Disposal of the milling material that is not reused shall be at a location off airport property and shall be accomplished by the Contractor. The Contractor is responsible for finding a suitable approved disposal area. Prior to the placement of the proposed pavement materials, all milled areas shall be broomed and blown clean to the satisfaction of the Resident Engineer.

It shall be the responsibility of the Contractor to determine the type and thickness of the existing pavement to be milled. No additional compensation will be allowed because of variations from the assumed thickness or from the thickness shown on the plans.

The pavement milling and pavement removal Contractor shall review the requirements of Section 20-05, Maintenance of Traffic located in Division I-General Provisions found in this Special Provision and the safety plan found in the Construction Plans for restrictions on pavement milling, hauling pavement millings and pavement removal on this project.

- 401-3.3 Surface Texture: Each tooth on the cutting drum shall produce a series of discontinuous longitudinal striations. There shall be 16 to 20 striations (tooth marks) for each tooth for each 6 ft. in the longitudinal dimension, and each striation shall be  $1.7 \pm 0.2$  in. in length after the area is planed by the moldboard. Thus the planed length between each pair of striations shall be  $2.3 \pm 0.2$  in. There shall be 80 to 96 rows of discontinuous longitudinal striations for each 5 ft. in the transverse dimension. The pattern of striations shall be such that a line connecting striations in adjacent rows shall form approximately a 70 degree skew angle with the pavement centerline. The areas between the striations in both the longitudinal and transverse directions shall be flat-topped and coplanar. The moldboard shall be used to cut this plane, and any time the operation fails to produce this flat plan interspersed with a uniform pattern of discontinuous longitudinal striations, the operation shall be stopped and the cause determined and corrected before recommencing.

When tested with a 16 foot straightedge, the planed or milled surface shall have no surface variations in excess of 3/16 inches.

401-3.4 Service Roads: The Contractor shall use selected pavement milling waste materials to construct the proposed flush aggregate service roads. Pavement milling waste materials shall be less than 2” in size and contain no soil materials, joint rubber materials, joint sealer materials, dust materials, or other foreign objects. The Contractor shall compact the pavement waste materials to a minimum compaction of 95% of the materials standard proctor maximum dry density to the satisfaction of the Resident Engineer. All costs for this work shall be included in the AR401650 Bituminous Pavement Milling contract unit price.

#### METHOD OF MEASUREMENT

401-4.1 DELETE the last sentence and insert the following in its place:

Pavement milling required for butt joint construction shall be measured for payment and paid for under this item.

ADD the following paragraphs:

401-4.2. The quantity of bituminous pavement milling to be paid for shall be the number of square yards completed and accepted by the Resident Engineer based upon the widths and lengths of the milled areas as measured in place. Double payments for the same surface area shall not be made for overlapping passes of the milling planer.

Measurements shall not include any areas of bituminous pavement milled by the Contractor outside the limits set by the Resident Engineer. If the Contractor mills pavement outside the limits set by the Resident Engineer, the Contractor shall clean, tack coat, and fill the unauthorized milled out area with 401 Bituminous Surface Course at his own expense and no additional compensation of measurements will be allowed for this extra work.

401-4.3 Flush aggregate service roads constructed with selected pavement milling waste materials shall not be measured for payment.

#### BASIS OF PAYMENT

401-5.1 ADD the following to this Section:

All costs for the flush aggregate service roads constructed with selected pavement milling waste materials shall be included in the AR401650 Bituminous Pavement Milling contract unit price.

Payment will be made under:

ITEM AR401650 – BITUMINOUS PAVEMENT MILLING – per square yard.

ITEM 401900 – REMOVE BITUMINOUS PAVEMENT

CONSTRUCTION METHODS

ADD the following paragraphs:

- 401-2.2 This item shall include the removal of existing bituminous pavements for shoulder construction, sanitary sewer installation, and pavement widening as indicated on the Construction Plans. Change the phase “Remove HMA Pavement” to “Remove Bituminous Pavement” in all locations in this Article.

The Contractor shall remove the existing pavement full depth as shown on the plans or as directed by the Resident Engineer. The removal shall include any PCC Concrete or Aggregate Base Course beneath the Bituminous Concrete Surface. No additional compensation will be made for removing the base and/or subbase materials. Where removal areas are adjacent to areas which are to remain in service, a full depth saw cut shall be made before breaking and removing the pavement.

It shall be the responsibility of the Contractor to determine the type and thickness of the existing pavement to be removed, and the extent to which it is reinforced. No additional compensation will be allowed because of variations from the assumed thickness or from the thickness shown on the plans, or for variations in the amount of reinforcement.

The Contractor shall dispose of the material removed to a suitable location off airport property. The Contractor is responsible for finding a suitable approved disposal area.

BASIS OF PAYMENT

Payment will be made under:

ITEM AR401900 -- REMOVE BITUMINOUS PAVEMENT -- per square yard.

ITEM AT401900 -- REMOVE BITUMINOUS PAVEMENT -- per square yard.

ITEM 402 - POROUS FRICTION COURSE

(CENTRAL PLANT HOT MIX)

DESCRIPTION

402-1.1 ADD the following to this Section:

This item shall include preparing the existing surface, furnishing the porous friction course materials and installing the porous friction course materials on Runway 13-31 as detailed in the construction plans.

The proposed 402-Porous Friction Course, 1" shall be constructed on the surface of the proposed AR401610-Bituminous Surface Course in one layer, having a compacted nominal thickness of one (1) inch.

MATERIALS

402-2.1 AGGREGATE

REVISE this Section to read:

The aggregate shall consist of crushed stone. Crushed novacelite or slag will not be allowed. The aggregate shall be composed of clean, sound, tough, durable particles, free from clay balls, organic matter, and other deleterious substances.

The crushed aggregate portion which is retained on the No. 4 sieve shall not show a percentage of wear greater than 40 percent when tested in accordance with ASTM C-131 as modified by the Department of Transportation.

The crushed stone aggregate used shall not show a total weighted average loss greater than fifteen (15) percent in sodium sulfate solution after five (5) cycles when tested in accordance with ASTM C-88.

402-2.3 BITUMINOUS MATERIAL

REVISE this Section as follows:

The bituminous material for the porous friction course, base shall be polymer modified and shall be SBS PG 70-28.

ADD to this Section:

Styrene-Butadiene Copolymer (SBS) Modified Asphalt Cements:

These materials shall be free from water and shall not foam when heated to any temperature below the actual flash point. When requested, the producers shall provide the Engineer with viscosity/temperature relationships for the performance grade asphalt cements delivered and incorporated in the work. Elastomers shall be added to the base asphalt cement to achieve the specified performance grade and shall be either a styrene butadiene diblock or triblock copolymer without oil extension or a styrene butadiene rubber. Air blown asphalts and other modifiers will not be allowed. Asphalt modification at bituminous mixture plants will not be allowed. The modified asphalt cement shall be smooth, homogeneous, and comply with the requirements given in the table below for the grade shown in this special provision.

Requirements for Styrene-Butadiene Copolymer (SBS) Modified Asphalt Cements:

Test	Asphalt Grade SBS PG64-28 SBS PG70-22 SBS PG70-28	Asphalt Grade SBS PG76-22 SBS PG76-28
Separation of Polymer <sup>1/</sup> 163 °C (325 °F), 48 hours, difference in R & B from top to bottom sample, °C (°F), maximum	2 (4)	2 (4)
Force Ratio <sup>2/</sup> (f <sub>2</sub> /f <sub>1</sub> ), 4 °C (39.2 °F), 50 mm/min., 300 mm elongation, minimum	0.3	0.35
<b>TESTS ON RESIDUE FROM ROLLING THIN FILM OVEN TEST</b>		
Elastic Recovery <sup>3/</sup> , 25 °C (77 °F), 100 mm elongation % minimum	60	70

1/ The separation of polymer from asphalt shall be evaluated as follows:

Carefully heat the sample avoiding localized overheating, until sufficiently fluid to pour.

Strain the melted sample through a No. 50 sieve and stir thoroughly.

Pour 50.0 grams of sample into a thin-wall aluminum tube having approximate dimensions of 1 in. diameter by 5 1/2 in. length. Fold the excess tube over two times and crimp to seal.

Place the sealed tube vertically in a 163 ± 6 °C (325 ± 10 °F) oven. Allow the tube to stand, undisturbed, in the oven for a period of 48 ± 1 hours. At the end of the heading period, immediately place the tube in a freezer at -7 ± 6 °C (20 ± 10

°F), keeping the tube in a vertical position at all times. Leave the tube in the freezer for a minimum of four hours to completely solidify the sample.

Upon removing the tube from the freezer, place on a hard flat surface and cut the tube into three equal length portions with a sharp spatula and hammer. Place the top and bottom portions into separate marked breakers and heat in a  $163 \pm 6$  °C ( $325 \pm 10$  °F) oven until sufficiently fluid.

Remove the pieces of aluminum tube, stir thoroughly, and pour the top and bottom samples into marked softening point rings. Determine the softening point of the top and bottom portions of the sample simultaneously according to AASHTO T 53.

2/ The force ratio is defined as the force of 300 mm elongation ( $f_2$ ) divided by the maximum force at the initial peak ( $f_1$ ) and shall be determined according to AASHTO T 300.

3/ The elastic recovery shall be performed according the AASHTO T 51 with the following modifications:

The standard v-shaped sides for the specimen mold shall be replaced by straight-sided inserts of the same length so the specimen will contain a section 10 mm x 30 mm.

The sample shall be elongated to 100 mm and then immediately cut approximately in half with scissors.

After one hour in the bath, the ends of the cut sample shall be brought together to just touch and the length of the recovered sample measured and recorded as A. The percent elastic recovery (R) shall be calculated as follows:

$$R = 100 - A$$

#### 402-3.2 JOB MIX FORMULA

ADD to the second paragraph:

The maximum mixing temperature shall not exceed 310° F at the time of mixing.

CONSTRUCTION METHODS

402-4.4 BITUMINOUS PAVER

REWRITE the first sentence of the fifth paragraph as follows:

“An automatic grade control system shall be used to automatically maintain the horizontal and transverse grade of the screed elevation as specified herein. Control must be from both sides of the paver. The use of a 30 foot (minimum) long ski and matching shoe are required.”

402-4.7 PREPARATION OF BITUMINOUS MIXTURE

CHANGE the second sentence of the first paragraph to read as follows:

The Porous Friction Course, Base, 1” shall be prepared at the temperature designated by the Engineer. In no case shall the mixture exceed 310° F at the time of mixing.

402-4.8 TRANSPORTATION AND DELIVERY OF THE MIXTURE

REVISE this Section as follows:

The mixture shall be transported from the central mixing plant to the paving site in trucks described in paragraph 402-4.3. The time interval between mixing and lay-down shall not be more than one (1) hour. The open graded bituminous mixture shall be placed at the temperature set by the Engineer and shall not vary plus or minus 20° F from the set temperature. Delivery of the mixture to the spreader shall be scheduled so that spreading and rolling occurs in a continuous manner. Intermittent production will be cause for suspension of work.

402-4.9 SPREADING AND LAYING

B. Placing

REVISE and ADD to this Sub-section as follows:

Prior to starting the porous friction course operation, the Contractor shall submit to the Engineer, for approval, a detailed outline showing areas and order of paving; widths of paving lanes; and (if required) offsets for electronic grade control.

No traffic or hauling will be allowed during extremely hot temperature or if undue marking or displacement of the porous friction course is observed.

When hand spreading is permitted, the mixture will be distributed and spread using hand tools. When the work is completed, the layer will have the required thickness and conform to the grade and surface grades shown on the plans.

#### 402-4.16 PROTECTION OF PAVEMENT

REVISE this Section to read as follows:

After final rolling, no vehicular traffic of any kind shall be permitted on the pavement until it has cooled and cured at least 24 hours. Newly constructed pavement areas shall not be opened to aircraft traffic until the porous friction course layer cools to below 100° F and has cured at least twenty-four (24) hours. The Contractor may, with the approval of the Engineer, water the pavement in order to cool it.

#### METHOD OF MEASUREMENT

##### 402-5.1 ADD the following to this Section:

The quantity of porous friction course to be paid for shall be the number of square yards completed and accepted by the Engineer based upon the final widths and lengths of the existing pavement overlaid as measured in place. No measurement for payment or payment shall be made for the PFC test section.

#### BASIS OF PAYMENT

##### 402-6.1 ADD the following to this Section:

No payment shall be made for the PFC test section. Include costs for the test section in the ITEM AR402621-Porous Friction Course, 1" contract unit price.

Payment will be made under:

ITEM AR402621 -- POROUS FRICTION COURSE, 1" -- per square yard.

ITEM 403004 – BITUMINOUS BASE COURSE-METHOD II-SUPERPAVE

403-1.1 ADD the following to this Section:

Item AR403610 Bituminous Base Course-Method II-Superpave shall include all work necessary to supply and install the bituminous base course material for the Runway 9-27 shoulders. The Runway 9-27 shoulder bituminous base course shall be installed in a single three (3) inch thick compacted lift.

403-3.2 JOB MIX FORMULA (JMF)

ADD the following:

Superpave Marshall Design Criteria for aircraft over 60,000 pounds shall be used for this project.

Mix gradation B (3/4" maximum), TABLE 4, shall be used unless otherwise specified by the Resident Engineer.

403-4.9 TRANSPORTING, SPREADING, AND FINISHING

ADD the following paragraph after the fourth paragraph:

No bituminous pavement shall be installed until the underlying surface has been cleaned, prepared, tack coated (or primed) and accepted by the Resident Engineer. Unless otherwise determined by the Resident Engineer, a tack coat shall be applied between all lifts of bituminous base course.

Prior to the application of the tack coat materials, the pavement to be overlaid shall be cleared of all dirt, dust, and loose materials. Power brooms, sweepers and high pressure air shall be used to remove dust and debris to the satisfaction of the Resident Engineer. Placement of bituminous paving materials must be delayed until the tack coat is properly cured as determined by the Resident Engineer.

The first lane of all lifts of the bituminous surface course shall be started at the center of the pavement with a taut stringline (guide wire) set to grade at both sides of the paver. The automatic grade control system of the paver shall be used to control grade at both sides of the paver from these reference stringlines. The grade control for the adjacent lanes of pavement shall be maintained by using a matching shoe with the previous laid pavement and a stringline on the outer edge of the next lane. A stringline and matching shoe shall be used to pave all remaining lanes of all lifts of surface course. The maximum lift thickness shall be two (2) inches (three (3) inches for the Runway 9-27 shoulders) compacted unless otherwise authorized by the Resident Engineer.

#### 403-4.12 SHAPING EDGES

ADD the following as the second paragraph to this Section:

All pavement edges including the pavement ends must be left in proper alignment as shown on the plans. This may be accomplished by a trimming method or, at the Contractor's option, by sawing after the paving has been completed. No additional compensation will be made if the sawing method is used.

#### BASIS OF PAYMENT

#### 403-6.1 ADD the following to this Section:

This is a Method II (over 2,500 tons/pay item) project.

Payment will be made under:

ITEM AR403610 -- BITUMINOUS BASE COURSE -- per ton.

ITEM AR403630 -- BITUMINOUS BASE TEST SECTION -- per each.

ITEM 501003 - PORTLAND CEMENT CONCRETE PAVEMENT - METHOD III

501-1.1 ADD the following to this Section:

The Item 501510 10” PCC Pavement for this project shall be used to construct the side runways (5-23 and 13-31). The item 501514 14” PCC Pavement for this project shall be used to construct the main Runway (9-27) inlay. The Item 501517 17” PCC Pavement shall be used to construct Taxiway B, Taxiway N and Taxiway E (north of Runway 9-27). This is a Method II (over 15,000 cubic yards) project. The proposed pavements shall be constructed on an existing prepared surface in accordance with these specifications and shall conform to the lines, grades, thicknesses, and cross sections found in the construction plans.

Item 501-P.C. Concrete Pavement will include the surface preparation for the P.C.C. inlay as detailed in Sections 501-3.3 and/or 501-3.4 of this special provision. No concrete pavement shall be installed until the underlying surface has been cleaned, prepared, dampened, and accepted by the Resident Engineer.

501-2.5 JOINT SEALER

REWRITE this item as follows:

Type A and B joints shall include hot poured joint sealer per Item 605 of the Standard Specifications using ASTM D6690 joint sealing materials.

The joint sealing material for Type C, D, E, E-1, F, G and H joints shall be a neoprene compression seal meeting the requirements of ASTM D-2628, as manufactured by D. S. Brown Corporation or an approved equal. The sealing material shall be installed per manufacturer’s instructions by mechanical methods approved by the Resident Engineer. The lubricant/adhesive for installation of the compression seal shall be a one component compound conforming to the requirements of ASTM D-2835. Where a hot poured joint sealer is specified, the materials shall meet the requirements of ASTM D6690 - Joint Sealants, hot poured for concrete and asphalt pavements on “Taxiways and Runways Only.” The Contractor shall comply with these special provisions and Item 605 of the Standard Specifications for Construction of Airports.

The Contractor shall submit the following samples for approval at least two weeks prior to beginning work.

1. Joint sealant, 3 foot length for each size.
2. Lubricant/adhesive, 1 U.S. quart.
3. Two copies of certified test results demonstrating conformance to the applicable material specifications.
4. Two copies of the manufacturers recommendations for installation procedures.

The Contractor will not be allowed to begin installation until the above items are furnished in full. Failure to furnish these items can be cause for rejection of the material.

The Contractor shall store the lubricant/adhesive at a temperature between 40° F and 85° F and shall be used within 270 days of its manufacture.

Atmospheric and pavement temperatures shall be between 40° F and 85° F at the time of joint seal installation.

#### 501-2.6 STEEL REINFORCEMENT

ADD the following to this Section:

Steel reinforcement shall be installed in the odd shape concrete panels as indicated on the Construction Plans. Reinforcing shall consist of welded wire fabric conforming to the requirements of ASTM A185.

#### 501-2.7 DOWEL AND TIE BARS

ADD the following to this Section:

Tie Bars shall not be bent and restraightened on this project. Tie bars and dowels shall be drilled and installed into the newly poured slabs using a polyester resin based adhesive that is on the IDOT approved materials list and/or the use of threaded couplings shall occur on this project.

Both dowel bars and the tie bars shall be epoxy coated according to the requirements of AASHTO M254.

#### 501-2.9 COVER MATERIAL FOR CURING

ADD to this Section the following:

Curing materials conforming to Section (a) shall be used on this project.

### CONSTRUCTION METHODS

#### 501-3.2 FORM SETTING

ADD to this Section:

If formed construction is utilized, the built-up forms shall be provided with adequate devices for setting so that when in place they will withstand, without visible spring or settlement, the impact and vibration of the consolidating and finishing equipment. If, in the opinion of the Resident Engineer, the forms are inadequately braced or bedded, the Contractor shall, at his expense, cease all paving operations and provide additional bracing and/or bedding to the satisfaction of the Resident Engineer prior to commencing and/or continuing any paving operations. If built-up forms are used, the form with the greatest vertical dimension shall be placed at the bottom.

#### 501-3.3 CONDITIONING OF UNDERLYING COURSE, SLIP-FORM CONSTRUCTION

ADD the following to this Section:

The existing bituminous pavement shall be cleared of all loose or deleterious materials with brooms or blowers as required by the Resident Engineer before wetting the pavement surface. Once the existing surface is cleaned, the Contractor shall spray water on the surface with a water truck. All standing water puddles shall be broomed or blown off the existing surface prior to installing the variable depth concrete pavement. The existing surface shall be dampened as required to insure the new pavement is not installed on a dry surface.

#### 501-3.4 CONDITIONING OF UNDERLYING COURSE, SIDE-FORM CONSTRUCTION

ADD the following to this Section:

The existing bituminous pavement shall be cleared of all loose or deleterious materials with brooms or blowers as required by the Resident Engineer before wetting the pavement surface. Once the existing surface is cleaned, the Contractor shall spray water on the surface with a water truck. All standing water puddles shall be broomed or blown off the existing surface prior to installing the variable depth concrete pavement. The existing surface shall be dampened as required to insure the new pavement is not installed on a dry surface.

#### 501-3.6(A) PROPORTIONS

DELETE: Entire Section.

#### 501-3.7 FIELD TEST SPECIMENS

REWRITE this Section as follows:

"Concrete samples shall be taken in the field by the Contractor's quality control personnel to determine consistency (slump), air content, and strength of the concrete as directed by the Resident Engineer and outlined in this Special Provision. A slump test per ASTM C143 and air test per ASTM C231 shall be taken by the Contractor, under the direction and supervision of the Resident Engineer, for each test beam and at a minimum of one test per 300 cubic yards of concrete. A minimum of one random flexural strength sample or one random compressive strength sample shall be taken by the Contractor for every 300 cubic yards for acceptance testing. A sample shall consist of two (2) beam breaks for flexural strength testing and/or two (2) cylinders for compression strength testing. If cylinders are used, the Contractor shall deliver the cylinders to a testing facility as designated by the Resident and Chief Engineer. The Contractor shall be responsible for all costs incurred to accomplish this testing. At the start of paving operations and when the aggregate source, aggregate characteristics, or mix design is changed, additional samples may be required by the Chief and/or Resident Engineer until he is satisfied that the concrete mixture being manufactured complies with the strength requirements of these specifications and that the concrete allowable water-cementitious ratio is not exceeded. The additional test samples shall be taken by the Contractor for 3, 7, and 14 day testing. All samples shall be prepared in accordance with ASTM C31. Ten (10) steel beam molds (Rainhart Cat. No. 421 beam mold or equivalent) and two (2) beam mold strippers (Rainhart Cat. No. 425 beam mold strippers or equivalent) meeting the approval of the Resident Engineer shall be supplied by the Contractor. Following completion of the project, these items shall become the property of the MAA. The remainder of the beam molds needed for

the project will be supplied by the MAA. After completion of the proposed project, the Contractor shall return all beam molds to the MAA in a clean, straight, and good condition. The Contractor shall be responsible for molding, removing from the molds, curing and placing properly cured beams according to ASTM C31 in the field trailer at the time and place specified by the Resident Engineer. The Contractor shall furnish and maintain a beam tank or tanks of adequate size and maintain its condition in accordance with ASTM C31. All samples shall be tested by the Resident Engineer in accordance with ASTM C78. Flexural strength testing under ASTM C78 will require a Rainhart Series 416 Recording Beam Tester or equivalent.

For Method III Paving, IDOT-DOA requires that the Contractor supplies and maintains on site three (3) each Rainhart beam testers. For this project, the Resident Engineer will supply one (1) each Rainhart series 416 recording beam tester and the MAA will supply one (1) each Rainhart series 416 recording beam tester. If required by IDOT-DOA, the Contractor shall supply and maintain on site one (1) each Rainhart series 416 recording beam tester or approved equivalent.

#### 501-3.10 PLACING CONCRETE

ADD:

The Contractor shall place the concrete in a manner such that no concrete trucks will drive over the aggregate base course material in the paving lane. The Contractor shall utilize a belt loader (or other method as approved by the Engineer) to side load the concrete into the paving lane.

#### 501-3.14 SURFACE TEXTURE

ADD:

The surface texture shall meet the requirements for Burlap Drag Finish.

#### 501-3.15 SKID RESISTANT SURFACES

ADD to this Section:

Saw cut grooves shall be required on the runway P.C.C. and Bituminous pavements. Saw cut grooves are not required on the taxiway pavements. Saw cut grooves are not required on the PFC runway surfaces. Both P.C.C. pavements grooving and Bituminous pavement grooving shall be measured and paid for under contract Item 501540.

501-3.17 CURING

ADD:

Curing shall meet the requirements for Impervious Membrane Method except during cold weather, when the requirements of Curing in Cold Weather shall apply.

BASIS OF PAYMENT

Payment will be made under:

ITEM AR501510 -- 10" PCC PAVEMENT -- per square yard.

ITEM AR501514 -- 14" PCC PAVEMENT -- per square yard.

ITEM AR501517 -- 17" PCC PAVEMENT -- per square yard.

ITEM AR501530 -- PCC TEST BATCH -- per each.

ITEM AR501540 -- PCC PAVEMENT GROOVING -- per square yard.

ITEM AT501517 -- 17" PCC PAVEMENT -- per square yard.

ITEM 501900 - REMOVE PCC PAVEMENT

CONSTRUCTION METHODS

ADD the following Section:

- 501-3.2 The Contractor shall remove the existing pavement full depth as shown on the plans or as directed by the Resident Engineer. The removal shall include any Bituminous Concrete or Crushed Aggregate Base Course required to be removed that lies beneath the PCC Pavement. No additional compensation will be made for removing the base and/or subbase materials. Where removal areas are adjacent to areas which are to remain in service, a full depth saw cut shall be made before breaking and removing the pavement.

It shall be the responsibility of the Contractor to determine the type and thickness of the existing pavement to be removed, and the extent to which it is reinforced. No additional compensation will be allowed because of variations from the assumed thickness or from the thickness shown on the plans, or for variations in the amount of reinforcement.

The Contractor shall dispose of the material removed at a suitable location off airport property. The Contractor is responsible for finding a suitable disposal area.

BASIS OF PAYMENT

Payment will be made under:

ITEM AR501900 -- REMOVE PCC PAVEMENT -- per square yard.

ITEM AT501900 -- REMOVE PCC PAVEMENT -- per square yard.

ITEM 605000 - JOINT SEALING FILLER

MATERIALS

605-2.1 JOINT SEALING MATERIALS

DELETE Section (c) ASTM D3405 and ADD the following:

- (c) ASTM D6690-Joint sealants, hot-poured, for concrete and asphalt pavements on taxiways and runways only. This ASTM D6690 material shall be used for hot-poured joint sealant on this project.

ITEM 620 – PAVEMENT MARKING

DESCRIPTION

620-1.1 ADD the following to this Section:

The MAA reserves and shall have the right to delete the pavement marking pay item from the proposed contract work. The sponsor may opt to complete this work with their own work force. Prior to ordering any materials or starting any work, the Contractor shall confirm the status of this work with the MAA. The Contractor shall not be entitled to any extra compensation for the deletion of these pay items.

This item shall also include the removal of existing pavement markings as shown and detailed on the Construction Plans. The removal of the existing markings shall be accomplished with a high pressure/high capacity waterblasting system. The cleanup of waste materials shall be included in this item.

The proposed pavement markings shown on the Construction Plans shall be applied as approved by the Resident Engineer.

MATERIALS

620-2.2 PAINT

ADD:

The paint for this project shall be Waterborne.

DELETE the entire paragraphs:

2. EPOXY

CONSTRUCTION METHODS

620.3.4 LAYOUT OF MARKINGS

ADD the following to this Section:

The Contractor or painting subcontractor shall be responsible for the layout of the proposed paint markings. Paint shall not be applied until the condition of the surface has been reviewed by the Resident Engineer. If, in the opinion of the Resident Engineer, the markings applied do not conform with these special provisions or the Construction Plans the Contractor shall remove and correct the markings at his own expense.

620-3.5 APPLICATION

CHANGE the first sentence of the second paragraph to read:

The paint shall be mixed in accordance with the manufacture's instructions and applied to the pavement with a marking machine in two separate applications, each at the rate(s) shown in Table 1.

**Table 1. Application Rates for Paint and Glass Beads**

Paint Type	Paint Square feet per gallon, ft <sup>2</sup> /gal	Glass Beads, Type I, Gradation A Pounds per gallon of paint, lb/gal
Permanent Waterborne Markings	115 ft <sup>2</sup> /gal maximum	10 lb/gal minimum

DELETE the last sentence of the fourth paragraph.

ADD the following paragraphs:

A period of 24 hours shall elapse prior to the first application of paint if TT-P-1952 is used.

#### 620-3.7 PAVEMENT MARKING REMOVAL

REVISE this Section to read as follows:

The Contractor shall remove existing and temporary markings as shown and detailed on the plans or as directed by the Resident Engineer using waterblasting or other methods approved by the Resident Engineer. The Contractor shall be responsible for cleaning and drying the pavement surface.

#### METHOD OF MEASUREMENT

620-4.1 ADD the following to this Section:

A. Pavement Marking:

The quantity of pavement marking to be paid for shall be the square footage of the final surface area of the pavement marking installed and accepted by the Resident Engineer in accordance with these Special Provisions.

Measurements for payment shall be made for the pavement marking surface area only once. The contract unit price shall include costs for all applications of paint on the pavement marking surface area.

B. Pavement Marking Removal:

The quantity of pavement marking removed to be paid for shall be the number of square feet of existing markings removed in accordance with these Special Provisions and accepted by the Resident Engineer

Measurement for payment shall be made for the pavement marking surface area removed only once.

BASIS OF PAYMENT

620-5.1 ADD the following to this Section:

Payment shall be made at the contract unit price per square foot for pavement marking and pavement marking removal. These prices shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete this item. Traffic control shall also be included in these prices. Drying and cleaning of pavements shall also be included in these prices. The application of reflecting media shall also be included in these prices.

Payment will be made under:

ITEM AR620510 -- PAVEMENT MARKING -- per square foot.

ITEM AR620900 -- PAVEMENT MARKING REMOVAL -- per square foot.

ITEM AT620510 -- PAVEMENT MARKING -- per square foot.

ITEM AT620900 -- PAVEMENT MARKING REMOVAL -- per square foot.

DIVISION IV – DRAINAGE PIPE

MODIFICATIONS TO SUPPLEMENTAL SPECIFICATIONS  
FOR ITEM 701 – PIPE FOR STORM SEWERS AND CULVERTS

DESCRIPTION

701-1.1 ADD:

This item shall include furnishing and installing reinforced concrete half pipe flumes to extend an existing pipe casing under contract pay item AR801631-Extent Casing. Pipe half flumes supplied and installed under contract pay item AR801631-Extend Casing shall conform to the requirements of this Item 701 special provision.

Bedding material consisting of IDOT Gradation number CA-11 (as described in Section 1004 of the “Standard Specifications for Road and Bridge Construction”, adopted January 1, 2007), IDOT Gradation RR-3, Quality Designation “A” and/or a similar graded material, as approved by the Resident Engineer (and described in Section 1005 of the “Standard Specifications for Road and Bridge Construction”, adopted January 1, 2007) as well as geotechnical fabric and porous backfill as shown on the plan details shall be included in this item.

This item shall also include the installation, maintenance, and removal of all dewatering items required to insure the bedding and pipes are installed in a dry excavation. Ground water flows into the pipe trenches shall not be allowed. The Contractor shall not install bedding materials or lay pipes in a wet excavation. The costs for dewatering shall be included in the “701 – Pipe for Storm Sewers and Culverts” contract unit prices.

MATERIALS

701-2.1 GENERAL

ADD:

Reinforced concrete pipe shall conform to ASTM C76. Pipe joints shall be rubber gasket conforming to ASTM C443.

The geotechnical fabric for pipe bedding shall consist of nonwoven filaments formed from a plastic yarn of a long-chain synthetic polymer composed of at least 85 percent by weight of polyolefins, or polyesters, and shall contain stabilizers and/or inhibitors added to the base plastic to make the filaments resistant to deterioration due to ultraviolet and heat exposure. After forming, the fabric shall be processed so that the filaments retain their relative positions with respect to each other. The fabric shall be free of defects or flaws which significantly affect its physical and/or filtering properties.

The filter fabric shall be formed in widths of not less than 6 feet. Sheets of fabric may be sewn together with thread of a material meeting the chemical requirements given for the plastic yard to form fabric widths as required. The sheets of filter fabric shall be sewn together at the point of manufacturer or another approved location.

Requirements: The texture of the fabric shall be such that the bedding and riprap will remain in an equilibrium state and not slip or slide. The filter fabric shall be rot proof, insect resistant and have a high dimensional stability when wet, good soil filtration characteristics and a high resistance to tear propagation in all directions, and meet the following minimum conditions and ASTM Tests for the gradation of riprap specified:

Weight of Fabric (oz/yd) ASTM D 3776 (Mod.) (Note 2)	6.0
Burst Strength (psi) ASTM D 3786 (Note 1)	250
Trapezoidal Tear Strength (lbs) ASTM D 1117 (Note 2)	60
Grab Tensile Strength (lbs) ASTM D 4632 (Note 2)	160
Grab Tensile Elongation (%) ASTM D 4632 (Note 2)	20

Note 1. Manufacturer's certification of fabric to meet requirements.

Note 2. Test sample shall be tested wet.

The vendor shall furnish certified test reports with each shipment of material attesting that the fabric meets the requirements of this specification.

### CONSTRUCTION METHODS

#### 701-3.2 CRADLES

DELETE:

Entire Section.

701-3.7 BACKFILLING

ADD:

All proposed pipes shall be backfilled with compacted materials meeting the requirements for Porous Material No. 1 (FA-1 or FA-6) in Item 705-2.15 as shown in the plan details. Local soil materials excavated on this site shall not be used for Trench Backfill or Porous Material No. 1 backfill. Porous Material No. 1 shall not be measured or paid for separately, but shall be included in the 701 contract unit prices.

METHOD OF MEASUREMENT

701-4.1 ADD:

Geotextile fabric, aggregate bedding, porous backfill, and dewatering items installed to construct the storm sewer, culvert pipes and/or extend casing will not be measured for payment under this item or any other contract item. These necessary items shall be considered incidental to the contract unit price for the specified type, class, and size of pipe being installed.

BASIS OF PAYMENT

701-5.1 ADD to this Section:

The costs for geotextile fabric, aggregate bedding, porous backfill and dewatering items installed to construct the storm sewer, culvert pipes and/or extend casing shall be included in the contract unit price for the specified type, class, and size of pipe being installed.

Payment will be made under:

ITEM AR801631 – EXTEND CASING -- per lineal foot.

ITEM 705 - PIPE UNDERDRAINS FOR AIRPORT

DESCRIPTION

705-1.1 ADD to this Section:

The perforated/non-perforated underdrain pipe on this project shall be 6" dia. or 8" dia. corrugated polyethylene (PE) tubing and IGS fittings (perforated and non-perforated) meeting the requirements of Section 705-2.12. The perforated polyethylene (PE) tubing shall be wrapped or covered with a filter fabric envelope that meets the requirements of Section 705-2.13.

The bid price per linear foot of pipe shall include fittings, pipe bedding and backfilling of the pipe trench as detailed in the Construction Plans. Porous Material No. 2 (CA-14 or CA-16) shall be supplied and installed by the Contractor. No separate measurement or payment shall be made for the Porous Material No. 2 Backfill and/or bedding. The cost of the Porous Material No. 2 Backfill shall be included in the 705 Pipe Underdrain contract unit price per lineal foot.

CONSTRUCTION METHODS

705-3.3 LAYING AND INSTALLING PIPE

(C) ALL TYPES OF PIPE

ADD to this Section:

All pipe underdrains to be placed parallel to the runway and/or taxiway shall be placed below the minimum depth as shown on the detail drawings in the Plans, except those area that are noted as "Variable Depth" on the Plans. The 705 Pipe Underdrain contract unit prices shall include the variable depth excavation required.

705-3.6 BACKFILLING

DELETE the second sentence in the first paragraph and ADD:

The material supplied and installed by the Contractor for backfill shall meet the requirements of Porous Material No. 2. The Contractor shall not substitute or allow the original materials excavated to be returned into the trench.

### METHOD OF MEASUREMENT

705-4.1 ADD to this Section:

Pipe fittings, porous bedding and backfill materials as indicated on the Construction Plans installed to construct the pipe underdrains will not be measured for payment under this item or any other contract item. The costs for these items shall be included in the 705 Pipe Underdrain contract unit price for the specified type, class, and size of pipe being installed.

### BASIS OF PAYMENT

ADD the following:

Payment will be made under:

ITEM AR705506 -- 6" PERFORATED UNDERDRAIN -- per lineal foot.

ITEM AS705506 -- 6" PERFORATED UNDERDRAIN -- per lineal foot.

ITEM AS705508 -- 8" PERFORATED UNDERDRAIN -- per lineal foot.

ITEM AS705548 -- 8" NON PERFORATED UNDERDRAIN -- per lineal foot.

ITEM AT705506 -- 6" PERFORATED UNDERDRAIN -- per lineal foot.

ITEM 751 - MANHOLES, CATCH BASINS,  
INLETS AND INSPECTION HOLES

DESCRIPTION

751-1.1 ADD the following to this Item:

This item shall include the adjustment or reconstruction of existing manholes, inlets and special structures in accordance with Section 602 Catch Basin, Manhole, Inlet, Drainage Structures, and Valve Vault Construction, Adjustment and Reconstruction of the "Standard Specifications for Road and Bridge Construction" adopted January 1, 2007, including all addendum at the time of bidding. The Contractor shall be required to replace any frame and lid damaged during the adjustment with a similar frame and lid at his expense.

This item shall also include supplying and installing proposed manholes and inlets as shown on the plans, complete with castings. The cone section and/or flat slab tops for the proposed manholes shall be precasted with a frame lip notch as detailed in the Construction Plans.

Item 751983-Reconstruct Manhole shall conform to the provisions of Item 770 – Sanitary Sewer System of this special provision.

MATERIALS

DELETE Sections 751-2.1 and 751-2.5 and ADD the following:

No brick construction will be allowed on this project.

Materials for manhole, inlet and special structure adjustments, reconstructions and removals shall conform to the provisions of Section 602.02-Materials of the "Standard Specification for Road and Bridge Construction," as adopted January 1, 2007, including all addendums at the time of bidding.

Material for Item 751983-Reconstruct Manhole shall conform to the materials provisions of Item 770-Sanitary Sewer System.

Item 751415-Inlet Special shall be a 8” dia. Hicken Bottom inlet with “D” series top and bottom silt sock. The inlet shall come equipped with 8” intake tee, end cap for tee, and 1” dia. orifice holes. This equipment is manufactured by Hicken Bottom, Inc., Fairfield, Iowa.

#### 751-2.6 FRAMES, COVERS, AND GRATES

ADD the following to this Section:

Under Item 751540, Manhole 4'; 751550, Manhole 5'; and 751570, Manhole-Special, the Contractor shall supply a Neenah R-3493A or approved equal frame and solid lid.

Under Item 751411-Inlet-Type A, the Contractor shall supply and install a Neenah R-2535-A open grate or approved equal frame and solid lid.

The cost of installing the above described items shall be included in the 751 Inlet and Manhole contract unit prices.

#### CONSTRUCTION METHODS

#### 751-3.3 ADD to this Section as follows:

The method of construction for manhole, inlet and special structure adjustments shall conform to Section 602 - CATCH BASIN, MANHOLE, INLET, DRAINAGE STRUCTURES, AND VALVE VAULT CONSTRUCTION ADJUSTMENT AND RECONSTRUCTION of the "Standard Specifications for Road and Bridge Construction," as adopted January 1, 2007, including all addendums at the time of bidding.

DELETE Section 602.05 - BRICK MASONRY; Section 602.06 - CONCRETE MASONRY UNITS; Section 602.11 - EXCAVATION AND BACKFILLING; and Section 602.15 - BASIS OF PAYMENT.

DELETE all references to brick construction. No brick construction will be allowed. Adjustments shall be made using precast adjustment rings laid out in full mortar beds.

The method of construction for removing manholes and catch basins shall conform to Section 605 Removing or Filling Existing Manholes, Catch Basins, and Inlets of the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2007, including all addendum at the time of bidding.

Construction methods for Item AR751983-Reconstruct Manhole shall conform to the construction methods provisions of Item 770-Sanitary Sewer System.

METHOD OF MEASUREMENT

751-4.1 ADD to this Section as follows:

The number of manholes, inlets, manhole removals, and manhole reconstructions to be paid for shall be the number of each size and type, as classified, counted in place, and accepted by the Resident Engineer.

Separate measurements for payment shall not be made for removing and replacing existing castings, installation of porous backfill #1, installation of CA-5 aggregate pad for Item 751415, excavation around and removal of manhole sections, silt sock, and any concrete adjusting rings necessary to bring manholes to the specified grade. The cost of these items shall be included in the Item 751 contract unit prices.

BASIS OF PAYMENT

751-5.1 ADD to this Section as follows:

The number of manholes, inlets, manhole removals, and manhole reconstructions shall be paid for at the contract unit price per each type, complete and in place. This price shall be full compensation for furnishing all materials and for all preparation saw cutting, existing concrete backfill removal, disposal of waste material, excavating, replacement of frame and lid (if required), soil backfilling (in turf), concrete backfilling (in pavement), porous granular backfill (under pavement), aggregate pads, silt sock, and placing of materials as may be required to complete the items as shown on the plans, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

ITEM AR751540 -- MANHOLE 4' -- per each.

ITEM AR751550 -- MANHOLE 5' -- per each.

ITEM AR751570 -- MANHOLE-SPECIAL -- per each.

ITEM AR751903 -- REMOVE MANHOLE -- per each.

ITEM AR751944 -- ADJUST MANHOLE-PAVEMENT -- per each.

ITEM AR751945 -- ADJUST MANHOLE-NON PAVEMENT -- per each.

ITEM AR751963 -- RELOCATE MANHOLE -- per each.

ITEM AR751983 -- RECONSTRUCT MANHOLE -- per each.

ITEM AS751411 -- INLET-TYPE A -- per each.

ITEM AS751415 -- INLET-SPECIAL -- per each.

ITEM AS751570 -- MANHOLE-SPECIAL -- per each.

ITEM AT751570 -- MANHOLE-SPECIAL -- per each.

ITEM AT751903 -- REMOVE MANHOLE -- per each.

ITEM 752 – CONCRETE CULVERTS, HEADWALLS,  
AND MISCELLANEOUS DRAINAGE STRUCTURES

DESCRIPTION

752-1.1 ADD to this Section:

This item shall include the removal of a temporary precast reinforced concrete flared end section during Stage 4 of this project. Bedding materials, granular backfill and geotechnical fabric as described in Item 701 and shown on the plan details shall be included in this item.

MATERIALS

752-2.1 CONCRETE

Precast concrete pipe end sections and elbows shall conform to ASTM C 76, Wall B Reinforced Concrete Pipe. The pipe joints shall be rubber gasket conforming to ASTM C443.

METHOD OF MEASUREMENT

752-4.1 ADD the following to this Section:

Geotextile fabric, aggregate bedding, and granular backfill installed to construct the pipe end sections and elbows will not be measured for payment under this item or any other contract item. These items shall be considered incidental to the contract unit price for the specified size of pipe end section being installed.

BASIS OF PAYMENT

752-5.1 Payment will be made under:

ITEM AR752900 -- REMOVE END SECTION -- per each.

DIVISION V - TURFING

ITEM 901-SEEDING

DESCRIPTION

901-1.1 ADD to this Section as follows:

This item shall include, but not be limited to, all work necessary to seed all areas disturbed by the construction of this project. Areas disturbed which are outside the limits of construction/seeding shall be seeded according to this Special Provision by the Contractor, but shall not be measured for payment or paid for.

MATERIALS

901-2.1 SEED

ADD to this Section as follows:

In locations where poor soil conditions exist, the Resident Engineer may require that perennial ryegrass be substituted for annual ryegrass.

The seeds shall be planted at a depth between 1/4 inch and 1/2 inch below the final ground surface. All sowing of seed shall not begin prior to March 15 and shall be completed by May 15, or shall not begin prior to August 15 and shall be completed by October 15.

The seeding operation for any area shall be completed within forty-eight (48) hours following the application of fertilizer to that area.

CONSTRUCTION METHODS

901-3.4 MAINTENANCE OF SEEDED AREAS:

ADD the following to this Section:

It will be the responsibility of the Contractor to establish a good stand of grass of uniform color and density to the satisfaction of the Resident Engineer. In areas where the seeds sown fail to grow, in the opinion of the Resident Engineer, the Contractor shall reseed the areas as required and as many times as required until the Resident Engineer is satisfied with the results. No measurements for payment or payments will be made for areas requiring reseeding.

#### METHOD OF MEASUREMENT

901-4.1 ADD to this Section as follows:

The areas to be seeded will consist of the areas designated on the plans. Areas disturbed due to Contractor carelessness or for the convenience of the Contractor, such as haul roads, parking areas, storage areas, soil waste areas, etc., shall be seeded but will not be measured for payment. Areas requiring more than one application of seeding shall be measured for payment only once.

#### BASIS OF PAYMENT

ADD to this Section as follows:

ITEM AR901510 -- SEEDING -- per acre.

ITEM AT901510 -- SEEDING -- per acre.

ITEM 908-MULCHING

DESCRIPTION

908-1.1 ADD to this Section as follows:

This item shall include, but not be limited to, all work necessary to hydraulic mulch all areas disturbed by the construction of this project. Areas disturbed which are outside the limits of construction/seeding shall be hydraulic mulched according to this Special Provision by the Contractor, but shall not be measured for payment or paid for.

This item shall also include, but not be limited to, all work necessary to supply and install excelsior blanket in accordance with Section 251 Mulch of the “Standard Specifications for Road and Bridge Construction” adopted January 1, 2007, including all addendum at the time of bidding. The location of the excelsior blanket shall be determined by the Resident Engineer in the field at the time of construction. The MAA reserves and shall have the right to delete part or all of the 908520 pay item from the proposed contract work. The Contractor shall not be entitled to any extra compensation for the deletion of this pay item or quantities.

MATERIALS

ADD the following Section:

908-2.3 Excelsior Blanket Materials

Materials for excelsior blanket shall conform to the provisions of Section 251 of the “Standard Specifications for Road and Bridge Construction” adopted January 1, 2007, including all addendum at the time of bidding.

### CONSTRUCTION METHODS

ADD the following Sections:

#### 908-3.3 CARE AND REPAIR

It will be the responsibility of the Contractor to establish a good stand of grass of uniform color and density to the satisfaction of the Resident Engineer. In areas where the seeds sown fail to grow, in the opinion of the Resident Engineer, the Contractor shall re-mulch the areas as required and as many times as required until the Resident Engineer is satisfied with the results. No measurements for payment or payments will be made for areas requiring remulching. Hydraulic mulch will be required in all areas where additional applications area necessary.

#### 908-3.4 EXCELSIOR BLANKET

The method of construction for excelsior blanket shall conform to Section 251-Mulch of the “Standard Specifications for Road and Bridge Construction” adopted January 1, 2007, including all addendum at the time of bidding..

### METHOD OF MEASUREMENT

#### 908-4.1 ADD to this Section as follows:

The areas to be hydraulic mulched will consist of the areas designated on the plans. Areas disturbed due to Contractor carelessness or for the convenience of the Contractor, such as haul roads, parking areas, storage areas, stockpile areas, etc., shall be hydraulic mulched, but will not be measured for payment. Areas requiring more than one application of mulch shall be measured for payment only once.

ADD the following Section:

#### 908-4.2 EXCELSIOR BLANKET

The quantity of excelsior blanket to be paid for shall be the number of square yards of actual surface area covered as specified, in place, completed, and accepted by the Resident Engineer. The overlapped areas will not be measured for payment, but shall be included in the contract unit price.

BASIS OF PAYMENT

908-5.1 DELETE the entire Article and insert the following:

Payment will be made at the contract unit price per acre for MULCHING-METHOD 3. This price shall be full compensation for furnishing all materials and for placing and anchoring the materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

ADD the following Section:

908-5.2 EXCELSIOR BLANKET

The number of square yards of excelsior blanket measured as provided above shall be paid for at the contract unit price per square yard for furnishing, storing, and installing the excelsior blanket. This price shall be full compensation for all labor, materials, and equipment necessary to complete this item.

Payment will be made under:

ITEM AR908513 -- MULCHING-METHOD 3 -- per acre.

ITEM AR908520 -- EXCELSIOR BLANKET -- per square yard.

ITEM AT908513 -- MULCHING-METHOD 3 -- per acre.

ITEM AT108158 -- 1/C #8 5KV UG CABLE IN UD -- per lineal foot.

ITEM AT108258 -- 2/c #8 5 KV UG CABLE IN UD -- per lineal foot.

DIVISION VI - LIGHTING INSTALLATION

ITEM 108 - INSTALLATION OF UNDERGROUND CABLE FOR AIRPORTS

DESCRIPTION

108-1.1 ADD the following to this Section:

This item of work shall consist of the installation of cable at the locations shown on the plans and in accordance with these specifications.

Underground cable required for Item AR801606-Scan System Upgrade shall not be measured for payment or paid for under the Item 108 contract unit price.

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 before doing so. Any additional cable or wire needed because of such change will be at the Contractor's expense.

At locations where the existing cable to be replaced might obstruct or interfere with the efficient operation of the electrical system and in locations indicated on the Construction Plans, the existing cable shall be removed and disposed of by the Contractor. The Contractor shall install pull cords and plugs in the existing conduits where existing cables are removed and no new cable is proposed. The costs of removing and disposing of any existing cable, new pull cords, and new plugs shall be considered as incidental to the contract unit price and no additional compensation will be allowed.

When required, the Contractor shall pull out and reinstall existing cables in the existing facilities as indicated on the Construction Plans. The costs of pulling and reinstalling the existing cables and proposed cables shall be included in the 108 Underground Cable contract unit price.

In areas where there is a congestion of buried cables or where the proposed cable crosses an existing cable, the Contractor shall be required to hand dig the proposed cable into place or hand dig to remove an existing cable. In all other areas, the Contractor has the option to either trench or plow the proposed cable in unit duct into place.

Prior to excavating any area, the Contractor shall be required to megger all existing light circuit cables at the regulators in the transformer. All readings shall be submitted to the Resident Engineer.

Upon completion of the project, similar megger readings shall be made on both new and existing light circuit cables to insure that existing cable has not been damaged due to construction. All readings shall be submitted to the Resident Engineer.

The Contractor shall be required to provide a 24-hour answering service with a one hour response to enact repairs to existing lighting cable damaged due to construction as authorized by the Owner. All costs borne to repair such damaged cable shall be the responsibility of the Contractor.

In order to avoid existing underground cable, the Contractor shall connect a thumper to all existing circuits after which the cables shall be staked in all areas requiring trenching or excavation. Contractor shall also note that low voltage, FAA, cables also run underground throughout these areas.

### EQUIPMENT AND MATERIALS

#### 108-2.2 CABLE

REVISE this Section to read as follows:

Underground cable shall conform to the requirements of F.A.A. Advisory Circular 150/5345-7D, "Specifications for L-824 Underground Electrical Cable for Airport Lighting Circuits." Cable used for the runway and taxiway lighting circuits shall be (Tamaqua Cable Products Corporation or approved equal) No. 8, 5000 Volt, EPR, MV 90, L-824 Type B, one or two conductors, stranded, cable with PVC jacket meeting ICEA S-68-516, in unit duct. The proposed cable and unit duct shall be factory assembled and delivered to the site on reels. The unit duct shall be manufactured from yellow polyethylene complying with NEMA standard for high density, smooth wall, and coilable polyethylene electrical plastic duct Pub. No. TC7-1978. The unit duct surface shall have four integral black stripes with a separation angle of 90 degrees. Airfield series circuit cables shall be unit assembly with one inch (1") diameter unit duct. Homerun cables and cables to guidance signs shall be two of the above cables in one unit duct, 1-1/2" assembly. Field terminate homeruns in manholes or splice cans with a minimum of three each 2" diameter conduit openings.

It is the desire of the Owner to have interchangeable lighting cable throughout the airport, therefore the Metropolitan Airport Authority reserves the right to select and/or approve electrical cable and materials to be supplied for this project.

15 KV rated cable shall be shielded power cable Type MV-90 compact copper conductor Class B strand. Insulation type shall be ethylene propylene rubber (EPR) with polyvinyl chloride (PVC) outer jacket.

Cable shall meet or exceed requirements of ICEA S-68-516 and AEIC CS6 standard for EPR insulated wire and cable.

Cable gauge and number of conductors shall be as detailed on the plans.

### CONSTRUCTION METHODS

#### 108-3.1 GENERAL

ADD the following to this Section:

The cable quantities as shown on the Construction Plans are based on straight line measurement and do not consider any vertical distances or the required cable slack as stated under Item 108-3.4 in Illinois Standard Specifications for Construction of Airports, January 1985.

All cable shall be installed direct buried or plowed as indicated on the drawings, using new and existing cable ducts under runways, roads, home runs to transformer vaults, etc.

Except for installation of cable (or cables) in unit duct, the Contractor shall not use a cable plow for installation of the cable.

Each day, prior to leaving the job site, the Contractor, in the presence of the Owner's representative, shall activate all airport lighting circuits to insure operation.

At base mounted lights and splice cans the unit duct shall be attached to the base can rigid steel conduits with fittings as indicated on the Construction Plans.

The unit duct shall be installed so that it is possible to withdraw a cable and pull in a new one. Sweeping long radius bends shall be used. Any run with a kink or short radius bend will be rejected. The cable in unit duct will be installed continuous between lights without any splices in cable or unit duct. Splices in homeruns shall be made inside an approved splice box as directed by the Resident Engineer.

Color code all phase wiring by use of colored wire insulation and/or colored tape. Where tape is used, the wire insulation shall be black. Black and red shall be used for single-phase, three wire systems and black, red and blue shall be used for three-phase systems. Neutral conductors, size No. 6 AWG or smaller, shall be identified by a continuous white or natural gray outer finish along its entire length. Neutral conductors larger than No. 6 AWG shall be identified either by a continuous white or natural gray outer finish along its entire length or by the use of white tape at its terminations and inside accessible wireways.

<u>Circuit</u>	<u>MIMIC Panel Colors</u>
Taxiway A Circuit	Blue
Taxiway B Circuit	Pink
Taxiway E-1 Circuit	Yellow
Taxiway E-2 Circuit	Orange
Taxiway F-1 Circuit	Purple
Taxiway F-2 Circuit	Lime
Taxiway H Circuit	Brown
Taxiway K-1 Circuit	Red
Taxiway K-2 Circuit	Red
Taxiway N Circuit	Green
Taxiway P Circuit	Cyan
Sign Circuit	White
RLG Circuit	Magenta
R9-27-1 Circuit	White
R9-27-2 Circuit	White
R13-31-1 Circuit	White
R13-31-2 Circuit	White
R5-23 Circuit	White

All branch circuit conductors connected to a particular phase shall be identified with the same color. The color coding shall be extended to the point of utilization.

Direction of primary cables shall be identified by color coding as follows: When facing light with back to pavement, cable to the left is coded red and cable to right is coded blue. This applies to stake mounted lights and base mounted lights where the base has only one entrance.

In control wiring the same color shall be used throughout the system for the same function, such as 10%, 30%, 100% brightness control, etc.

All power and control circuit conductors shall be copper, aluminum shall not be accepted. This includes wire, cable, busses, terminals, switch/panel components, etc.

Low voltage (600 V.) and high voltage (5000 V.) conductors shall be installed in separate wireways.

### 108-3.2 INSTALLATION IN DUCT OR CONDUIT

ADD the following to this Section:

The unit duct will run continuous through all ducts.

At locations, such as in an existing duct or wireway, in the existing electrical vault area, existing electrical manhole, utility tunnel, duct bank or near a proposed light location, where the existing cable to be replaced might obstruct or interfere with the efficient operation of the electrical system, it shall be removed and disposed of by the Contractor. The cost of removing and disposing of this existing cable shall be considered as incidental to the contract unit price per linear foot for underground cable installed in trench or duct, and no additional compensation will be allowed.

### 108-3.3 TRENCHING

ADD the following to this Section:

Where two or more cables are laid parallel in the trench, they shall be placed laterally a minimum distance of three (3) inches apart, and the trench will be widened sufficiently to accomplish this.

Any and all trenches will be backfilled to a smooth grade to the satisfaction of the Resident Engineer. The disturbed areas will be either sodded or seeded, limed and fertilized. Lime will be applied at the rate of two (2) tons per acre. Any combination of the following nutrient materials is acceptable providing the minimum requirements are met: complete fertilizer, sulphate of ammonia, ammonium nitrate, ammonium phosphate or muriate of potash.

#### FERTILIZER APPLICATION RATES

<u>Minimum Pounds of Available Nutrient</u>	<u>Plant Food Per Acre</u>
N	140
P <sub>2</sub> O <sub>5</sub>	50
K <sub>2</sub> O	<u>100</u>
Total	290

The sodding, seeding and fertilizing of trench areas as described will be incidental to Item 108 and no additional compensation will be allowed. The seed mixture used shall be applied at the following rate of live seeds per acre.

<u>Seeds</u>	<u>Lbs./Acre</u>
Inferno Tall Fescue or Tarheel II Fescue	60
Annual Ryegrass	20
Audubon Red Fescue	30
Rescue 911 Hard Fescue	30
Endophytic Fescue Cultivar	60

108-3.6 BARE COUNTERPOISE WIRE INSTALLATION FOR LIGHTING PROTECTION AND GROUNDING

ADD to this Section the following:

Bare copper counterpoise wire will not be required on the proposed edge light circuits.

METHOD OF MEASUREMENT

108-4.1 REVISE the first paragraph in this Section to read as follows:

The footage of cable or counterpoise wire installed or replaced in trench, duct, or conduit to be paid for shall be the number of linear foot of cable installed or replaced in trench, duct, or conduit measured in place by direct measurement, completed, ready for operation and accepted as satisfactory with no allowance being made for overrun due to required slack, turns, splices, etc. The Contractor shall take this into consideration in preparing his bid for the items concerned. Existing cables moved, replaced, and/or relocated as part of removing and replacing concrete duct banks, signs, lights, and/or splice cans shall not be measured for payment and/or paid for under this item.

Cable trenching shall not be measured for payment or paid for separately. The costs of cable trenching shall be included in the "Underground Cable in Unit Duct" contract unit prices.

Underground cables required for Item AR801606-Scan System Upgrade shall not be measured for payment or paid for under the Item 108 contract unit prices.

BASIS OF PAYMENT

Payment will be made under:

ITEM AR108108 -- 1/C #8 5 KV UG CABLE -- per lineal foot.

ITEM AR108158 -- 1/C #8 5 KV UG CABLE IN UD -- per lineal foot.

ITEM AR108208 -- 2/C #8 5KV UG CABLE -- per lineal foot.

ITEM AR108258 -- 2/C #8 5 KV UG CABLE IN UD -- per lineal foot.

ITEM AT108158 -- 1/C #8 5 KV UG CABLE IN UD -- per lineal foot.

ITEM AT108258 -- 2/C #8 5 KV UG CABLE IN UD -- per lineal foot.

ITEM 109 – INSTALLATION OF AIRPORT  
TRANSFORMER VAULT AND VAULT EQUIPMENT

DESCRIPTION

109-1.1 ADD to this Section the following:

This item shall include all work necessary to completely connect an existing spare constant current regulator to the proposed Runway Guard Light (RGL) circuit, the existing power distribution panel, and the existing PLC control system as detailed in the Construction Plans and in these special provisions.

This item shall also include all work necessary to modify the existing electrical system in the existing airfield vault as detailed in the Construction Plans, this specification and the recommendations of the equipment manufacturer to the satisfaction of the MAA and the Resident Engineer. The spare regulator shall be and wired in the same fashion as the existing regulators found in the existing airfield electrical vault.

The work under this item shall include, but not be limited to, the necessary wiring, cables, conduits, fittings, grounding, cable splice kit installation, connections, supplying/installing circuit breakers, supplying circuit blank fillers, distribution (ground) cutouts, series plug cutouts, painting of equipment and conduits, concrete, the marking and labeling of equipment, the labeling or tagging of wires, testing of the installation, and all other incidentals required for a complete and operational system.

Conduits, cables, circuit breakers, circuit blank fillers, wires, concrete, all other incidentals required to complete the vault equipment work shall be supplied and constructed in accordance with the applicable portions of Item 108, 110, 125, and 610 of the “Standard Specifications for Construction of Airport”, these Special Provisions, and the details in the plans. However, these items shall not be measured for payment or paid for separately. The cost of all work items required to complete and put into operation the vault equipment shall be included in the contract Item AR109210-“Vault Modifications” lump sum unit price.

EQUIPMENT AND MATERIALS

109-2.1 GENERAL

REVISE paragraph (a) to read as follows:

- (a) Airport lighting equipment and materials covered by FAA specifications shall have prior approval of the Federal Aviation Administration, Airport Service, Washington, D.C. 20591, and shall be listed in the latest Advisory Circular 150/5345-53 including addendums.

ADD the following to this Section:

The Contractor shall field inspect the existing vault equipment, prior to purchasing the proposed equipment, to ensure the new equipment is compatible with the existing equipment. Any noncompatible components furnished by the Contractor shall be replaced by him at no additional cost with a similar unit (approved by the Engineer) that is compatible with the remainder of the Airport Vault System.

The Contractor shall ascertain that all system components furnished are compatible in all respects with each other and with the existing vault system. Any noncompatible components furnished by the Contractor shall be replaced by him at no additional cost to the Owner with a similar unit that is compatible with the existing system.

109-2.21 FAA APPROVED EQUIPMENT

ADD the following to this Section:

It is the desire of the Owner to have interchangeable vault equipment at the airport, therefore the MAA reserves the right to select and/or approve vault equipment and materials to be supplied for this project.

Provide on series plug cutout for each regulator suitable to receive the #8 AWG, 5 KV homerun cables. Series plug cutouts shall be Crouse-Hinds Type S1, or equal, and be rated at 5 KV, 20A.

Provide one enclosed porcelain distribution (grounding) cutout for each regulator/airfield lighting circuit. The distribution (grounding) cutout shall be wall mounted utilizing angle brackets. Cutout shall be rated 5.2 KV, 100 amp, 6 KV BIL and shall be McGraw Edison Type FE 1A7, or approved equal. Provide one cutout for each regulator complete with fuses. These shall be utilized for series circuit grounding switches.

109-2.20 WIRE

REVISE paragraph (a) "Control Circuits" first sentence to read:

Wire size shall not be less than #12AWG, unless otherwise detailed on the plans, and shall be insulated for 600 volts.

DELETE paragraph (b) 2 and (b) 3.

ADD paragraph (b) 2.

5,000 volts maximum-Wire shall be #8 AWG or larger, and conform to FAA L-824 Type B specifications and ICEA S-68-516. Insulation shall be ethylene, propylene rubber (EPR) with overall outer jacket of polyvinyl chloride (PVC). All cable shall utilize stranded, bar copper conductor.

ADD paragraph (c).

(b) Multi-Conductor Control Cables

1. General Use – Multi-conductor control cables shall be rated 75° C., 600 V and have 20-mil polyethylene conductor insulation with a 10-mil PVC insulation cover. The entire cable assembly shall be encased in a PVC jacket. Conductor size shall be #16 AWG. The number of conductors per cable shall be as indicated on the plans. Cable shall be Triangle PWC, Inc., Type PE/PVC 2010, Rome Cable Corp., Type CT-B, or equal.
2. Tray Cable – Multi-conductor control cable suitable for use in cable tray shall conform to Articles 310 and 340 of the NEC. Cable shall be rated 90° C., 600 volt and be of conductor size and quantity as listed on the plans. Individual conductor shall have insulation Type XHHW or THWN/THHN/VE-1. Cable shall be UL listed by Type TC, and be Triangle PWC NA-Power and Control Tray Cable Type TC, Brand Rex Type XL-TC, or equal. Color coding of individual conductors shall be according to ICEA method K2 with no white or green insulated conductors; or other approved color coding method.

CONSTRUCTION METHODS

109-3.1 GENERAL

ADD the following to this Section:

The Contractor shall take such action as necessary to prevent damage to or destruction of existing vault equipment. The Contractor shall be liable for such damage or destruction and shall promptly repair damage to original condition or better, at no cost to the Owner.

109-3.16(b) ADD the following to this Section:

The Contractor shall supply and install new regulator name plates on regulators that are new or have been changed in the existing electrical vault. New name plates shall match the type and style of the existing name plates. Information on the new name plates shall match information on the existing name plates. Exact wording on the name plates to be determined by the MAA in the field at the time of construction.

109-3.18 TESTING

ADD:

The installation shall be tested in operation as a completed unit prior to acceptance. Tests shall include resistance, voltage and current readings, as required by the MAA and/or the Resident Engineer. Testing equipment shall be furnished by the Contractor. Tests shall be conducted as directed by the MAA / Resident Engineer and shall be to their satisfaction. The Contractor shall be responsible for all equipment and conduit in place which will be connected to the new equipment, and any equipment or materials found to be defective or damaged shall be replaced by the Contractor at his own expense.

METHOD OF MEASUREMENT

DELETE Sections 109-4.1; 109-4.2; and 109-4.3.

ADD the following Sections:

109-4.4 The quantity of the new regulators to be paid for under this item shall be the number, counted in placed, of each type, style, and size installed as completed, tested, operational, and accepted by the Resident Engineer.

- 109-4.5 The quantity of “Vault Modifications” to be paid for under this item shall be measured per lump sum for furnishing all materials and equipment (excluding regulators) required for this construction, including, but not limited to, cutouts, circuit breakers, circuit blank fillers, wiring, cables, conduits, fittings, grounding, cable splice kits, connections, painting, marking, labeling, tagging, testing, sealants, concrete, reinforcing bars, and all other necessary items installed in place, operational and accepted by the MAA/Resident Engineer as a complete installation. Separate measurements for payments for the individual items required to complete the vault modifications shall not be made.

#### BASIS OF PAYMENT

DELETE Section 109.5.1

ADD the following:

- 109-5.2 Payment will be made at the contract unit price per each size, type, and style of regulator complete, operational, accepted by the Resident Engineer and installed in place. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete these items.
- 109-5.3 The quantity of “Vault Modifications” to be paid for under this item shall be measured per lump sum for furnishing all materials and equipment required for this construction including, but not limited to, wiring, cables, conduits, concrete, cutouts, circuit breakers, blank fillers, fittings, grounding, cable splice kits, connections, painting, marking, labeling, tagging, testing, sealants, and all other necessary items installed in place, operational and accepted as a complete and operating installation.

Payments will be made under:

ITEM AR109210 -- VAULT MODIFICATIONS -- per lump sum.

ITEM 110 - INSTALLATION OF AIRPORT  
UNDERGROUND ELECTRICAL DUCT

DESCRIPTION

110-1.1 ADD the following to this Section:

This item of work shall include, but not be limited to, all work necessary to install directional bore conduit, direct bury conduit, conduit in concrete trench, concrete encased duct (1-way, 2-way, 4-way, and 6-way) and remove ducts as detailed in the Construction Plans and in accordance with the standard specifications and these Special Provisions. All materials for these items shall be in accordance with FAA Standard Specification Item 110 "EQUIPMENT AND MATERIALS".

Items AR801630-2" Steel Duct in Concr Trench and AR801633-6" Steel Duct, Direct Bury shall conform to the provisions of Item 110-Installation of Airport Underground Electrical Duct.

In locations where existing active cables are to be encased in duct banks or where existing active cables are present in existing duct banks to be removed and replaced, the contractor shall use split duct in the proposed duct bank. Cost of split duct to be included in the unit price for the Duct Bank.

In locations where existing active cables are too high in elevation and ducts are proposed, the Contractor shall lower the existing active cable as required to install the proposed duct with the proper cover. Contractor shall include the cost to lower the existing cables in the duct contract unit price.

All waste materials resulting from the removal of the existing ducts and duct banks shall be disposed of by the Contractor at an approved location off of Airport property.

Proposed item AR110710-Electrical Manholes shall be constructed in accordance to Item 751-Manholes, Catch Basins, Inlets and Inspection Holes as modified by the detail drawing found in the construction plans. The proposed electrical manholes shall be constructed around existing cables. The Contractor shall protect the existing cables from damage during construction. If any cables are damaged during construction, all costs for repairing the damaged cables, including cable replacement and cable splices, shall be the responsibility of the Contractor. Replacement cables (if required) shall not be measured for payment and/or paid for. The Contractor shall supply a Neenah R-3493-A or equal frame and lid (with "electrical" marked on the center of the lid) with this item.

Proposed ducts and conduits required for AR801606-Scan System Upgrade shall not be measured for payment or paid for under the Item 109 contract unit prices.

Existing in-turf concrete cable markers damaged by the Contractor during construction, shall be replaced by the Contractor at his expense. New in-turf concrete cable markers are not required for this project. New in-pavement brass duct markers are required for this project. The costs for the brass duct markers shall be included in the 401 and/or 501 PAVEMENT contract unit prices.

### CONSTRUCTION METHODS

#### 110-3.1 GENERAL

ADD to this Section the following:

All electrical ducts and conduits shall be installed as indicated on the plans. All excavation and bituminous pavement removal required to install new duct and conduit shall be incidental to the cost of the duct. Spacers for separation of individual ducts meeting the approval of the Resident Engineer shall be required and installed in place prior to pouring concrete. The installation of pull cords, plugs, reinforcement bars, duct markers, concrete backfill, and concrete encasement, as shown on the plans, shall be included in the 110 contract unit prices.

#### 110-3.3 DUCT WITHOUT CONCRETE ENCASEMENT

ADD the following to this Item:

All rigid steel duct, jacked under pavement shall be installed to a minimum depth of 36 inches below the proposed finished grade at the locations shown on the Construction Plans.

#### 110-3.4 DUCT MARKERS

ADD the following to this Section:

All existing ducts within the limits of this project under existing asphalt surfaces shall be marked with a 3" diameter brass marker located 2' in from the edge of pavement, of a type approved by the Resident Engineer. The brass markers shall be pre-stamped or chiseled on the job with the words "Electrical Duct    - way" on the cap. (\* = 1, 2, or 4 as appropriate for duct bank). Existing ducts within the limits of this project under existing concrete surfaces shall be marked with a "D" chiseled into the existing

concrete two feet in from each edge of pavement directly over the duct. New or existing ducts located under new asphalt or concrete pavements shall be marked with a 3" diameter brass marker located 2' in from the edge of pavement, of a type approved by the Resident Engineer, marked on the cap as indicated above. The costs for duct markers shall be included in the 401 and/or 501 Pavement contract unit prices.

ADD the following Sections to this Item:

110-3.8 ITEM AR110710 ELECTRICAL MANHOLE

This item shall be constructed in accordance to Item 751-Manholes, Catch Basins, Inlets and Inspection Holes of the Standard Specifications as modified by this special provision and detailed in the Construction Plans.

110-3.9 BORED DUCT (HORIZONTAL DIRECTIONAL DRILLING)

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

Curvature shall be minimized at the entrance and exit of the pit to keep axial strain within the limits of the conduit, including joints. Minimum bending radii shall be less than 150 times the nominal diameter of the HDPE conduit and 65 feet for Schedule 40 PVC conduit.

A break-away link, rated with the tensile load limit of the conduit shall be installed between the swivel and the conduit when pulling the conduit. Pulling heads shall be designed so that the pull back force is uniformly transmitted to the conduit and surface stress concentrations are minimized. Seal conduit ends before pulling back to prevent slurry from entering the conduit.

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

For PVC conduit with cemented joints, follow the manufacturer's installation instructions for cure time and temperature for maximum strength. Use of screws, rivets, or other fasteners which destroy the integrity of the conduit wall or protrude into the inside of the conduit will not be allowed. Use of PVC conduit with seals and mechanical locking rings, designed for installation by horizontal directional drilling is allowed if it meets the requirements for short-term tensile loads and long-term ring stress loads.

#### 110-3.10 ITEM AT110901 CONCRETE DUCT REMOVAL

This item shall include all work necessary to remove and dispose of existing concrete encased duct banks as outlined in this special provision and detailed in the Construction Plans. Existing active cables are found inside the existing duct banks to be removed. The Contractor shall remove the concrete and ducts in a manner that will not damage the existing active cables. The Contractor shall protect the existing cables from damage during the removal of the concrete duct bank. If any cables are damaged during the removal of the concrete duct bank, all costs for repairing the damaged cables, including cable replacement and cable splices, shall be the responsibility of the Contractor. Replacement cables (if required) shall not be measured for payment and/or paid for. The Contractor shall furnish, place, and compact sand backfill in the trench formed by the removal of the concrete duct bank to the satisfaction of the Resident Engineer. All waste materials resulting from the removal of the existing concrete duct bank shall be disposed of by the Contractor at an approved location off of airport property.

#### METHOD OF MEASUREMENT

ADD the following to this Section:

- 110-4.3 The number of electrical manholes to be paid for shall be the number of each size and type, as classified, counted in place, and accepted by the Resident Engineer.

The quantity of underground concrete duct bank removed to be paid for under these items shall be the number of lineal foot of duct and concrete duct bank removed, measured in place prior to removal, completed, and accepted by the Resident Engineer. Separate measurements shall not be made for the various types and sizes and number of ducts in each concrete duct bank.

If any existing cables are damaged during the removal process, the Contractor shall replace the damaged cables between manholes. The replacement cables shall not be measured for payment and/or paid for under any contract pay item. The Contractor shall be responsible for all costs associated with cable repair and replacement.

- 110-4.4 The quantity of steel duct in concr trench to be paid for shall be number of linear feet installed, measured in place, completed and accepted. No separate measurements will be made for the pavement removal and concrete backfill required to construct this item.

- 110-4.5 Proposed ducts and conduits required for Item AR801606-Scan System Upgrade shall not be measured for payment or paid for under Item 109 contract unit prices.

### BASIS FOR PAYMENT

ADD the following to this Section:

- 110-5.2 The accepted number of electrical manholes will be paid for at the contract unit price per each, complete and in place or removed. This price shall be full compensation for furnishing all materials and for all preparation, excavating, cable protection, jumper cables, saw cutting, removals, disposal of waste, replacement cables (if required), cable splices (if required), compacted sand backfill, and placing of materials as may be required to complete these items as detailed on the plans, and for all labor, equipment, tools, and incidentals necessary to complete these items.
- 110-5.3 Payment will be made at the contract unit price per lineal foot for concrete duct bank removed completed and accepted. This price shall be full compensation for furnishing all materials and for all preparation, excavating, cable protection, jumper cables, saw cutting, removals, disposal of waste, replacement cables (if required), cable splices (if required), compacted sand backfill, and placing of materials as may be required to complete these items as detailed on the plans, and for all labor, equipment, tools, and incidentals necessary to complete these items.

Cables installed to replace damaged cables shall not be paid for under any contract pay item. The Contractor shall be responsible for all costs associated with repairing and/or replacing existing cables.

Payment will be made under:

ITEM AR110014 -- 4" DIRECTIONAL BORE -- per lineal foot.

ITEM AR110212 -- 2" STEEL DUCT, DIRECT BURY -- per lineal foot.

ITEM AR110213 -- 3" STEEL DUCT, DIRECT BURY -- per lineal foot.

ITEM AR110501 -- 1-WAY CONC. ENCASED DUCT -- per lineal foot

ITEM AR110502 -- 2-WAY CONCRETE ENCASED DUCT -- per lineal foot.

ITEM AR110503 -- 3-WAY CONCRETE ENCASED DUCT -- per lineal foot.

ITEM AR110506 -- 6-WAY CONCRETE ENCASED DUCT -- per lineal foot.

ITEM AR110710 -- ELECTRICAL MANHOLE -- per each.

ITEM AR110900 -- REMOVE DUCT -- per lineal foot.

ITEM AR801630 -- 2" STEEL DUCT IN CONCR TRENCH -- per lineal foot.

ITEM AR801633 -- 6" STEEL DUCT, DIRECT BURY -- per lineal foot.

ITEM AT110901 -- CONCRETE DUCT REMOVAL -- per lineal foot.

ITEM 125 - INSTALLATION OF AIRPORT LIGHTING SYSTEMS

DESCRIPTION

125-1.1 ADD to this Section the following:

This item shall consist of semiflush retroreflective markers, taxiway guidance signs, HIRL in-pavement units, base mounted MITL units, base mounted HIRLQ units, runway distance remaining signs, splice cans, scan system upgrade, lighted runway closure markers, runway guard lights, replace in-pavement light fixtures, removals, adjustments, relocations, refurbishing, replacements, and supplying taxiway guidance sign panels as indicated on and at the locations shown on the Construction Plans in accordance with these special provisions. Also included in this item will be the testing of the installed, relocated, refurbished items and all other incidentals necessary to place and/or replace the lighting, back into operation complete to the satisfaction of the Resident Engineer.

The existing equipment and materials scheduled to be removed, refurbished, and/or relocated shall be removed by the Contractor with care so that all materials considered suitable for future use by the Resident Engineer may be salvaged. Equipment and materials having salvage value shall be removed without damage and those having no salvage value shall be removed and disposed of by the Contractor in a suitable location off of airport property. The Contractor shall clean the salvageable materials and equipment to the satisfaction of the Resident Engineer. Any components damaged by the Contractor during removal, refurbishing, and/or relocation shall be replaced or repaired by him at no additional cost with a similar unit (approved by the Resident Engineer) that is compatible with the remainder of the system. All salvageable equipment and materials removed and not reused shall remain the property of and be delivered to the Metropolitan Airport Authority. The Contractor shall deliver the salvaged items to a location designated by the Airport Maintenance Manager. All excavating required to remove existing equipment and materials shall be backfilled with compacted sand.

The Contractor shall field inspect the existing runway/taxiway lighting system and guidance signs, prior to purchasing the proposed equipment and cables, to ensure the new equipment and cables are compatible to the existing system. Any non-compatible components furnished by the Contractor shall be replaced by him at no additional costs with a similar unit (approved by the Resident Engineer) that is compatible with the remainder of the system.

All new equipment supplied by the Contractor shall appear on the latest version of the approved Equipment List found in AC 150/5345-53C (Airport Lighting Equipment Certification Program).

EQUIPMENT AND MATERIALS

125-2.1 GENERAL

ADD the following to this Section:

- (d) The existing L-862 high intensity runway edge/threshold lights on Runway 9-27 and Runway 13-31 are supplied with quartz light fixtures. All new lights shall have an overall height of 20 inches.

Light fixtures:

A. Runway Edge Lights:

Existing R9-27 and Existing R13-31 = L-862 / 120 watt, quartz.  
Existing R5-23 and Proposed R10-28 = L-861 / 30 watt, Incandescent.

B. Runway Threshold Lights:

Existing R9-27 and Existing R13-31 = L-862 / 200 watt, quartz.  
Existing R5-23 and Proposed R10-28 = L-861E / 45 watt, Incandescent.

C. Existing Taxiway edge lights = L-861T / 30 watt, Incandescent.

D. Proposed and relocated Taxiway edge lights = L-861T / 12 watt LED with 13 watt heater = 25 watt.

Isolation transformers:

A. Runway Edge Lights:

Existing R9-27 and Existing R13-31 = L-830-4, 100 watt.  
Existing R5-23 and Proposed R10-28 = L-830-1, 30/45 watt.

B. Runway Threshold Lights:

Existing R9-27 and Existing R13-31 = L-836-6, 200 watt.  
Existing R5-23 and Proposed R10-28 = L-830-1, 30/45 watt.

C. Existing Incandescent and proposed relocated LED Taxiway edge lights = L-830-1, 30/45 watt, 6.6/6.6 AMP (reuse existing).

- (e) Guidance and distance remaining signs:

A. Proposed new = LED.

B. Existing to be relocated or refurbished - Incandescent.

- (f) If replacement parts are required during the relocation or refurbishing of the existing signs, the Contractor shall furnish and install only original equipment manufactured (O.E.M.) parts per FAA AC 150/5345-44G.
- (g) It is the desire of the Owner to have uniform appearance and composition between the lighting equipment throughout the airport where possible. All existing airfield guidance signs are AGM D-Lux Herculens brand rounded signs or curved Lumacurve brand signs. All lighting equipment shall be ETL certified.

ADD the following paragraphs to this Section:

#### 125-2.14 ANTI-SEIZE COMPOUND

Prior to reinstalling the existing light fixtures, the Contractor will apply an oxide inhibiting, anti-seizing compound to all screws, nuts, breakable coupling and all places where metal comes into contact with metal. The anti-seize compound will be as manufactured by I.T.T. brand "Contax" or an approved equal.

#### 125-2.15 STAINLESS STEEL BOLTS

All base plate and stake mounting bolts shall be stainless steel. The Contractor shall supply and install new stainless steel bolts, washers, and nuts as required.

#### 125-2.16 SIGNS

Signs shall be double faced; Type L-858Y, L-858R, L-858L, or L-858B as indicated on the Construction Plans; and in accordance with the requirements of the latest revisions of FAA Advisory Circular 150/5345-44, Specifications for Taxiway and Runway Signs, FAA Advisory Circular 150/5340-18, Standards for Airport Sign Systems, and FAA Engineering Brief No. 67 "Light Sources Other Than Incandescent And Xenon For Airport Lighting And Obstruction Lighting Fixtures." The signs shall be ETL certified.

The proposed new signs shall have the same appearance and style as the existing airfield signs as determined by the Resident Engineer. All existing airfield guidance signs are AGM D-Lux Herculens brand rounded signs or curved Lumacurve brand signs. The contractor shall not interchange the lighting components between different brands of signs.

Each sign shall be supplied with new sign panels as indicated in the Construction Plans. New sign panels shall be supplied and installed on all signs scheduled to be replaced. The Contractor may reuse existing sign panels as indicated on the Construction Plans, if the panels are in acceptable condition, as determined by the Resident Engineer.

The lighting systems in the existing signs to be relocated or refurbished shall not be modified and shall remain incandescent.

Signs shall be compatible in all respects with each other and with signs currently in place at the airport. The lighting systems in the new signs shall be LED technology with all illumination to be provided by LED sources. The new LED fixtures shall operate on any type (including Thyristor Base) of constant current regulator. The new LED fixtures shall operate on the same circuit with incandescent and / or halogen fixtures. Each sign installation shall include a sign splice can with it. The cost of the sign splice can shall be included in the sign contract unit price.

Each sign shall contain a electrical system that converts the existing supplied primary multiple-step constant current to a constant voltage secondary power for the sign. The output voltage of the electrical system shall remain constant regardless of the input current and/or step that the input current is on. The illuminated signs shall present the same constant brightness regardless of the input current or step that the input current is on. As determined by the Resident Engineer, if the Contractor installs a sign lighting system that does not meet this condition, the Contractor shall replace the sign lighting system at no additional costs with a similar lighting system that meets this requirement.

#### 125-2.17 SCAN SYSTEM

The proposed equipment to be furnished and installed for the existing airfield scan system shall be supplied by Surface System, Inc. (SSI), St. Louis, MO.

### CONSTRUCTION METHODS

#### 125-3.1 GENERAL

ADD the following to this Section:

Upon completion of the signage work, all frames, legend panels, and associated parts shall be sealed watertight with a durable silicone caulking compound approved by the Resident Engineer.

ADD the following Sections:

#### 125-3.4 IDENTIFICATION NUMBERS

Per instructions from the MAA, identification numbers will not be required on this project.

125-3.5 ITEM AR125110, SEMIFLUSH RETROREFLECTIVE MARKER

This item shall include all work that is necessary to supply and install Type I, Style I semiflush taxiway centerline retroreflective markers in the proposed pavement. These markers shall conform to the requirements of FAA AC 150/5345-39C (latest revision). The installation of these markers shall be in accordance to FAA AC 150/5340 (latest revisions). The appearance of the proposed markers shall match the appearance of the existing markers along the Taxiway H-1 centerline.

The bottom area of the proposed markers shall not be less than 15 square inches and not more than 50 square inches. All exterior surface, except the bottom, shall be smooth. The markers shall have retroreflectors on two opposite faces. The adhesive used to secure the markers to the pavement shall be a two-part epoxy sealant.

125-3.6 ITEMS AR125442, AR125443, AR125446, AND AR125461; TAXI GUIDANCE SIGNS; 2 CHARACTER, 3 CHARACTER, 6 CHARACTER, AND SPECIAL

These items shall include all work necessary to furnish and install new taxiway guidance signs as detailed in the Construction Plans. The lighting systems in the new signs shall be LED technology and all lamps shall be LED units. Proposed sign bases for proposed signs being installed adjacent to another existing or proposed signs shall be continuous with the base of the adjacent sign. Separate payments for individual items required to construct the sign shall not be counted or paid for. The cost to furnish and install all items shown on the sign detail that is found in the Construction Plans (including splice cans) shall be included in the contract unit price.

Each sign location will be counted for payment only once (even if more than one sign system is required at the location to construct the proposed sign legend array). For payment purposes, the single payment for each proposed sign location shall include the costs for all signs required to create the sign array indicated in the Construction Plans.

125-3.7 ITEM AR125525, HIRL, INPAVEMENT

This item shall include all work necessary to furnish and install new base mounted L-850C HIRLQ units at the proposed locations as indicated on and detailed in the Construction Plans. HIRL in pavement units shall include PCC base pads per details found the Construction Plans.

125-3.8 ITEM AR125560, RUNWAY DISTANCE REMAINING SIGN

This item shall include all work necessary to furnish and install new runway distance remaining signs as detailed in the Construction Plans. The lighting systems in the new signs shall be LED technology and all lamps shall be LED units. Separate payments for individual items required to construct the signs shall not be counted or paid for. The cost to furnish and install all items shown on the sign detail that is found in the Construction Plans (including splice cans) shall be included in the contract unit price.

125-3.9 ITEM AR125565 AND AT125565, SPLICE CAN

This item of work shall consist of furnishing and installing electrical splice or transformer cans with lids complete, in accordance with this specification and as detailed on the Construction Plans. The concrete backfill around the can shall conform to Item 610 Structural Concrete, but will not be measured for payment or paid for separately. A solid metal lid shall be provided (L-867, size B, 12" steel cover). Splice cans installed or relocated as part of installing or relocating taxiway guidance signs shall not be counted for payment under this item, but shall be included in the unit price costs for sign installation or relocation.

125-3.10 ITEMS AR125902, REMOVE BASE MOUNTED LIGHT; AR125903, REMOVE IN-PAVEMENT LIGHT; AND AR125906, REMOVE SPLICE CAN

These items shall include all work necessary to remove existing MITL and HIRLQ base mounted and/or in-pavement edge lights and splice cans as detailed in the Construction Plans. The work to be included in these items includes, but is not limited to, disconnecting light fixtures, excavating base can, disconnecting unit duct, removing base can, removing PC concrete base pad (in-pavement lights only), transporting lighting equipment, backfilling excavation with compacted sand, disposal of waste materials, supplying and replacing damaged equipment, and all other incidentals necessary to remove the existing equipment and return the remaining lighting systems back into operation, completed to the satisfaction of the Resident Engineer. The Contractor shall either reuse the equipment removed at a new location or deliver the salvaged items to a location designated by the airport maintenance manager.

125-3.11 ITEM AR125904, REMOVE TAXI GUIDANCE SIGN

This item shall include all work necessary to remove existing taxi guidance signs as detailed in the Construction Plans. The work to be included in this item includes, but is not limited to, disconnecting existing cables, transformers, and signs, removing existing signs, covers, and mounting plates, excavating transformer can and light base; disconnecting unit duct, removing transformer can and sign base, removing and disposal of concrete pad not being reused, backfilling excavation with compacted sand, seed area, transporting transformer can and sign equipment, disposal of waste materials, and all other incidentals necessary to remove the existing sign equipment and return the

remaining lighting system back into operation, completed to the satisfaction of the Resident Engineer.

The Contractor shall deliver the salvaged items to a location designated by the airport maintenance manager.

Each sign location will be counted for payment only once (even if more than one sign system is required at the location to construct the proposed sign legend array). For payment purposes, the single payment for each proposed sign location shall include the costs for all signs required to create the sign array indicated in the Construction Plans.

#### 125-3.12 ITEM AR125920, REPLACE

This item shall include all work necessary to supply and install a new L850C in pavement HIRL fixture on an existing L-868 light base can. If required, the Contractor shall supply and install a transition and/or adjustment ring. Contractor may reuse the existing L-830 transformer. The Contractor shall ascertain that the light fixtures furnished by him are compatible in all respects with the existing light base that is to remain in place. Any noncompatible components shall be replaced by the Contractor at no additional cost with a similar compatible unit. The Contractor shall replace any item damaged during the replacement of the light fixture with a similar unit (approved by the Resident Engineer).

#### 125-3.13 ITEM AR125942 ADJUST BASE MOUNTED LIGHT

After the existing pavements have been reconstructed, the Contractor shall vertically adjust the existing edge lights as indicated on the Construction Plans.

This item shall also include vertical adjustments to existing splice cans. Splice cans requiring vertical adjustments shall be modified in accordance to this Special Provision and the edge light vertical adjustment details found in the Construction Plans. For payment purposes, splice can vertical adjustments will be counted as base mounted light vertical adjustments. Splice cans to be vertically adjusted as part of a taxiway guidance sign adjustment shall not be counted for payment under this item, but shall be included in the unit price costs for guidance sign adjustment.

The work to be included in this item includes, but is not limited to, excavating, disconnecting cables and unit duct, removing base can and equipment, installation and compaction of sand leveling cushion pad, setting base, reconnecting cables and unit duct, supplying and installing new grounding system, reinstalling equipment, concrete backfill, backfilling with compacted sand, testing, supplying and replacing damaged equipment, adjustment rings, and all other incidentals necessary to adjust the existing edge lights/splice cans and return the system back into operation, complete to the satisfaction of the Resident Engineer. Separate payments for these items shall not be made.

The cost to complete these items shall be included in the contract unit prices. The Contractor shall replace any item damaged during the adjustment of the edge lights/splice cans with a similar unit (approved by the Resident Engineer). The Contractor shall ascertain that the equipment and cables furnished by him are compatible in all respects with the existing equipment and cables. Any noncompatible components shall be replaced by the Contractor at no additional costs with a similar compatible unit.

125-3.14 ITEM AR125943, ADJUST INPAVEMENT LIGHT

This item shall consist of furnishing and installing all items required to adjust the L-850C runway edge lights as detailed on the Construction Plans and in these specifications. Also included in this item will be testing of the installation and all incidentals necessary to place the raised edge lights back into operation, completed to the satisfaction of the Resident Engineer. The Contractor shall replace any item damaged during the adjustment of the edge lights with a similar unit (approved by the Resident Engineer). The Contractor shall ascertain that the transformer housing base extensions furnished by him are compatible in all respects with the existing transformer housing base and L-850C light adapters. Any noncompatible components shall be replaced by the Contractor at no additional cost with a similar compatible unit.

125-3.15 ITEMS AR125962 & AT125962, RELOCATE BASE MOUNTED LIGHT AND AR125966, RELOCATE SPLICE CAN

These items shall include all work items that are necessary to remove and reinstall existing base mounted edge lights as detailed in the Construction Plans. As part of the relocation, existing L861T MITL incandescent units shall be converted to LED light units as detailed below and in the Construction Plans. The work to be included in this item includes, but is not limited to, disconnecting light fixtures, excavating base can, disconnecting unit duct, removing base can, transporting base can, relocating short sections of existing edge light cable in unit duct, backfilling excavation with compacted sand, excavating new can location, installation and compaction of sand leveling cushion, reconnecting unit duct, supplying and installing new ground system, concrete backfill, backfilling with compacted sand, supplying and installing new LED lighting equipment, reinstalling equipment, testing, supplying and replacing damaged equipment, and all other incidentals necessary to relocate and up-grade the existing equipment and return the system back into operation, completed to the satisfaction of the Resident Engineer. Separate measurement and/or payments for these items shall not be made.

At proposed taxiway edge light location, the relocated medium intensity base mounted incandescent lights shall be converted to LED light units. The Contractor shall furnish and install new LED technology light fixtures at these taxiway edge light locations.

These LED light units shall be equipped with LED lamps, glass globes, and thermostatically-controlled arctic kits which are totally separate from the glass globes. If required to install the new LED fixtures, the Contractor shall furnish and install new metal columns, reducers and frangible couplings. The new LED fixtures shall operate on any type (including Thyristor base) of constant current regulator. The new LED fixtures shall operate on the same circuit with incandescent and/or Halogen fixtures. The L-861T LED fixtures shall conform to the requirements of the latest revisions of FAA AC 150/5345-46B "Specification for Runway and Taxiway Light Fixtures" and FAA Engineering Brief No. 67 "Light Sources Other Than Incandescent And Xenon for Airport Lighting and Obstruction Lighting Fixtures". The L-861T LED fixtures shall be ETL certified.

Base mounted lights that are scheduled to be relocated on the existing Runway 5-23 edge light circuit shall remain incandescent.

Base mounted lights that are scheduled to be relocated on the existing Runway 9-27 and Runway 13-31 edge light circuits shall remain quartz.

The cost of furnishing and installing new light lenses, at the locations as noted on the Construction Plans, shall be included in the Contract AR125962-Relocate Base Mounted Light contract unit price.

The cost to complete these items shall be included in the contract unit prices. The Contractor shall replace any item damaged during the relocation of the edge lights and splice cans with a similar unit (approved by the Resident Engineer). The Contractor shall ascertain that the equipment and cables furnished by him are compatible in all respects with the existing equipment and cables. Any noncompatible components shall be replaced by the Contractor at no additional costs with a similar compatible unit.

Splice cans relocated for Item AR801606-Scan System Upgrade shall not be measured for payment or paid for under the 125 contract unit price.

#### 125-3.16 ITEM AR125964 and AT125964, RELOCATE TAXI GUIDANCE SIGN

This item shall include all work items that are necessary to remove and reinstall existing taxi guidance signs as detailed in the Construction Plans. The work to be included in this item includes, but is not limited to, disconnecting existing cables, transformers, and signs; removing existing signs, covers, and mounting plates; excavating transformer can and light base; disconnecting unit duct; removing transformer can and sign base; removing and disposal of concrete pads not being reused; backfilling excavation with compacted sand; seed area; transporting transformer can and sign base; connect new unit duct; new grounding rods; concrete backfill; backfilling with compacted sand; reinstall equipment; drill tie-bars into relocated sign base; pour new concrete pads; testing; supplying and replacing damaged equipment; resealing relocated signs; and all other incidentals necessary to relocate the existing

equipment and return the system back into operation, completed to the satisfaction of the Resident Engineer and the MAA. Separate payment for these items shall not be made.

The costs to complete the above items shall be included in the contract unit price. The Contractor shall replace any item damaged during the sign with a similar unit (approved by the Resident Engineer). The Contractor shall ascertain that the equipment and cables furnished by him are compatible in all respects with the existing equipment and cables. Any noncompatible components shall be replaced by the Contractor at no additional costs with a similar compatible unit.

Separate payments shall not be made for the different sizes of signs. Relocation of existing 1, 2, 3 and/or 4 module signs shall be paid for at the same single contract unit price.

The Contractor may reuse the existing equipment as much as possible. Contractor shall furnish and install items which can not be reused. Contractor shall furnish and install new sign panels for the relocated sign. Relocated sign shall be resealed watertight with a durable silicone caulking compound approved by the Resident Engineer.

Each sign location will be counted for payment only once (even if more than one sign system is required at the location to construct the proposed sign legend array). For payment purposes, the single payment for each proposed sign location shall include the costs for all signs required to create the sign array indicated in the Construction Plans.

125-3.17 ITEMS AR125982, REFURBISH BASE MOUNTED LIGHT AND AR125983  
REFURBISH INPAVEMENT LIGHT

These items shall include all work items that are necessary to remove, refurbish, and reinstall existing base mounted lights in pavement lights, and splice cans as detailed in the Construction Plans. Splice cans shall be measured for payment as base mounted lights. The work to be included in this item includes, but is not limited to, disconnecting existing light fixtures, excavating base cans, excavating PC concrete base pads (in pavement lights only), disconnecting unit duct, removing base can, removing PC concrete base pad (in pavement lights only), backfilling void with compacted sand, removing existing concrete backfill from around can, transporting can, relocating short sections of existing edge light cable in unit duct, excavating new can location, installing and compacting of sand leveling cushion, new PC concrete base pad (in pavement lights only), reset can in new location, supplying and installing new grounding system, reconnect unit duct or conduit, PC concrete backfill, backfilling with compacted base rock, reinstalling equipment, testing, supplying and replacing damaged equipment, and all other incidentals necessary to refurbish the existing equipment and return the system back into operation, completed to the satisfaction of the Resident Engineer. At the option of the Contractor, he may supply and install new cans instead of reusing the existing cans. However, the Contractor shall not be entitled to any extra compensation,

beyond the contract unit prices, if he supplies new cans. Separate payments for these items shall not be made.

The cost to complete these items shall be included in the contract unit prices. The Contractor shall replace any item damaged during the refurbishing of the edge lights and splice cans with a similar unit (approved by the Resident Engineer). The Contractor shall ascertain that the equipment and cables furnished by him are compatible in all respects with the existing equipment and cables. Any noncompatible components shall be replaced by the Contractor at no additional costs with a similar compatible unit.

125-3.18 ITEM AR125984, REFURBISH TAXI GUIDANCE SIGN

This item shall include all work items that are necessary to remove, refurbish, and reinstall existing taxi guidance signs as detailed in the Construction Plans. The work to be included in this item includes, but is not limited to, disconnecting existing cables, transformers, and signs; removing existing signs, covers, and mounting plates; excavating transformer can and light base; disconnecting unit duct; removing transformer can and sign base; removing and disposal of concrete backfill from around the transformer can; removing and disposal of concrete pads not being reused; backfilling excavation with compacted sand; seed area; transporting transformer can and sign base; connecting new unit duct; supplying and installing new ground system, concrete backfilling; backfilling with compacted sand; reinstalling equipment; drilling tie-bars into refurbished sign base; pour new concrete pads; testing; supplying and replacing damaged equipment; resealing refurbished sign; and all other incidentals necessary to refurbish the existing equipment and return the system back into operation, completed to the satisfaction of the Resident Engineer and the MAA. Separate payments for these items shall not be made.

The cost to complete these items shall be included in the contract unit prices. The Contractor shall replace any item damaged during the refurbishing of the sign with a similar unit (approved by the Resident Engineer). The Contractor shall ascertain that the equipment and cables furnished by him are compatible in all respects with the existing equipment and cables. Any noncompatible components shall be replaced by the Contractor at no additional costs with a similar compatible unit.

Separate payments shall not be made for the different sizes of signs. Refurbishing of existing 1, 2, 3 and/or 4 module signs shall be paid for at the same single contract unit price.

The Contractor may reuse the existing equipment as much as possible. Contractor shall furnish and install items which can not be reused. Contractor shall furnish and install new sign panels for the refurbished sign as indicated on the Construction Plans. Refurbished sign shall be resealed watertight with a durable silicone caulking compound approved the Resident Engineer.

125-3.19 ITEM AR801605, REPLACE TAXI GUIDANCE SIGN PANEL

This item shall include all work items that are necessary to remove existing and supply / install new taxiway guidance sign panels as directed by the Resident Engineer. The work to be included in this item includes, but is not limited to, supplying new sign panels, removing existing sign panels, disposal of removed sign panels, installing new sign panels, resealing signs, and all other incidentals necessary to replace the existing sign panels and return the systems back into operation, completed to the satisfaction of the Resident Engineer and the MAA.

The costs to complete the above items shall be included in the contract unit price. The Contractor shall replace any item damaged during the sign panel replacement with a similar unit (approved by the Engineer). The Contractor shall ascertain that the equipment / sign panels furnished by him are compatible in all respects with the existing equipment / sign panels. Any noncompatible components shall be replaced by the Contractor at no additional costs with a similar compatible unit.

125-3.20 ITEM AR801606, SCAN SYSTEM UPGRADE

A. This item shall include all work necessary to completely upgrade and put into operation the existing QCIA Runway Pavement Weather Information System (RWIS) in accordance with this specification and the recommendations of the equipment manufacturer to the satisfaction of the Resident Engineer. The work under this item shall include, but not be limited to, the necessary trenching, conduit installation and adjustment, relocating splice cans, sensor cable installation, sensor cable relocation, pavement curing, pavement saw cutting, surface sensor installation, sub-surface temperature probe installation, backer rod, sealing, cable splice kit installation, grounding, RPU enclosure (if required), supplying and installing new RPU equipment, testing, supplying and replacing damaged equipment, wiring, set-up, hardware, software, licensing, commissioning, warranties, and all other incidentals necessary to upgrade the system and return the system back into operation, completed to the satisfaction of the Resident Engineer and the MAA. The following list identifies the location of the major work to be included in this item.

1. Sta. 98+50, Right:
  - A. Existing surface sensor to be abandoned in-place.
  - B. Install new Type FP2000 passive surface sensor with new Type II A cable to relocated splice can.
  - C. Install new sub-surface temperature probe with new Type II A cable to relocated splice can.
  - D. Relocate existing scan system splice can.

2. Sta. 98+50 to Sta. 114+20, Right:
  - A. Install new Type V scan cable, direct bury.
3. Sta. 113+40, Right:
  - A. Existing abandoned surface sensor to be removed.
4. Sta. 114+20, Right:
  - A. Relocate existing scan system splice can.
5. Sta. 116+60, Right 510':
  - A. Supply and install new equipment in the existing west Remote Processing Unit (RPU).
6. Sta. 119+40, Right:
  - A. Install new sensit active type surface sensor with new Type II A cable to relocated splice can.
  - B. Relocate existing scan system splice can (from Sta. 132+10, right).
  - C. Supply and install approximately 450 L.F. of Type V scan cable, direct bury between relocated splice can and west RPU.
7. Sta. 132+10, Right:
  - A. Existing abandoned surface sensor to be removed.
8. Sta. 150+00, Right:
  - A. Existing abandoned surface sensor to be removed.
9. Sta. 162+00, Right:
  - A. Install new sensit active type surface sensor with new Type II A cable to relocated splice can.
  - B. Install new sub-surface temperature probe with new Type II A cable to relocated splice can.
  - C. Relocate existing scan system splice can (from Sta. 150+00, right).
  - D. Relocate approximately 130 L.F. of existing Type V scan cable.
10. Sta. 165+60, Right 330':
  - A. Supply and install new equipment in the existing east remote processing unit (RPU).
11. Sta. 167+80, Right:
  - A. Existing abandoned sub-surface temperature probe to be removed.

12. Sta. 179+25, Right:
- A. Existing surface sensor to be abandoned in-place.
  - B. Install new Type FP2000 passive surface sensor with new Type II A cable to relocated splice can.
  - C. Relocate existing scan system splice can.
  - D. Relocate approximately 60 LF. of existing Type V scan cable.
- B. The equipment to be installed under this item shall conform to the requirements of the latest edition of FAA Advisory Circular No. 150/5220-13B for runway surface condition monitoring systems.

The Contractor shall field inspect the existing sensor system, prior to purchasing the proposed equipment, to insure the new equipment is compatible to the existing system. Any noncompatible components furnished by the Contractor shall be replaced by him at no additional cost with a similar unit (approved by the Resident Engineer) that is compatible with the remainder of the airport scan system.

The proposed equipment shall be as supplied by Surface Systems, Inc. (SSI), St. Louis, Missouri.

All components used shall be as recommended by the equipment supplier and manufactured to be compatible with the existing system. The basic components required to be replaced for this installation are as follows:

<u>QUANTITY</u>	<u>DESCRIPTION</u>
2	SSI RWIS elite upgrade hardware package with new enclosure (if required), part 70030200
2	SSI RWIS serial port expansion kits, parts 70120050, 70109510 and 50501510
2	SSI RWIS elite software license, parts 80301100 and 00000032
1	FAA airport mounting structure with safety package, parts 24051033, 6004001, 15100007, 24051013, 49600012, and four each part 11800503

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	Relative humidity/air temperature sensor, parts 57050113 and 15100005
1	Ultrasonic wind sensor with heater, part 72657901
1	Present weather and visibility sensor, parts 57010700, 24051022, 28010001, 50500532, and 60030008
1	PTZ color camera model II, part 56218580
1	Streaming video communication kit, part 59030315
2	FP2000 passive sensor with 150' Type II A cable, part 76421150
2	Subsurface temperature probe with 150' Type II A cable, part 76510155
1	Splice took kit, part 24051016
6	Splice kits (1 extra), part 24051020
2,150' (est.)	Type V scan cable, part 4211002
2	Sensit active sensor with 150' Type II A cable and sensit installation kit, parts 72640150 and 76640400
1	Navigator initial set up small agency, part 80813018
1	CDMA modem kit (Verizon approved), parts 59030315, 5210915, 61010003, 50932135, 42190003, 49030213, 61030002, and 28010006
1	Commissioning by SSI field service engineer-systems, part 80602100
1	RWIS online navigator-year 1 hosting, warranty & communication fee, part 80813011
1	LX technical manual, part 00000005
1	Airport system installation manual, part 00000001

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	Sensor/sub probe installation/splice manual, part 00000003
1	System user training, 4 hour session, on site, part 80600750
650' (est.)	14 gauge ground wire

- C. Backer rod for installation in pavement saw cuts shall be Hercules Backer Rod, Ethafoam Rod, or an approved equal.
- D. Sealer for the saw cuts shall be an epoxy sealer or a bituminous sealer with a curing temperature of not more than 200° F.
- E. Cable used in this installation shall be copper and of the type specified in these specifications.

Aluminum wire will not be allowed.

- F. All other regularly used commercial items of electrical equipment not covered by FAA equipment specifications shall conform to the rulings and standards of the Institute of Electrical and Electronic Engineers or the National Electrical Manufacturers Association. The equipment shall be new and a first grade product.
- G. The Contractor shall be required to provide a 24-hour answering service with a one hour response to enact repairs to existing lighting cable damaged due to construction as authorized by the Owner. All costs borne to repair such damaged cable shall be the responsibility of the Contractor.

In order to avoid existing underground cable, a thumper shall be connect to all existing circuits after which they shall be staked in all areas requiring trenching or excavation. Contractor shall also note that low voltage, FAA, and telephone cables also run underground throughout these areas.

The Contractor shall replace the existing 1" rigid steel conduit between the splice can and the edge of pavement at each location shown on the construction plans. The existing runway sensors and cable in the runway pavement are to be abandoned in place.

#### H. Cable Installation

Sensor cable shall be installed in pavement saw cuts in accordance with the typical details shown in the specifications and as recommended by the equipment supplier/manufacturer.

Sensor cables shall be installed through existing underground ducts in accordance with Sections 108-3.2 through 108-3.7 of the Standard Specifications for Construction of Airports.

#### I. Surface Sensors and Temperature Probe Installation

The Contractor shall arrange for a representative of the equipment manufacturer to be present at all critical stages of the project such as sensor installations and cable splicing.

The surface sensors shall be installed in accordance with the typical details shown in the specifications and the recommendations of the sensor manufacturer. The following installation methods shall also be followed:

1. The Contractor shall core drill vertical edged holes in which the sensors are to be installed with an approved saw to the depth shown in the plans and clean these holes prior to sensor installation.
2. Both the equipment and methods used in core drilling and saw-cutting shall be subject to prior approval by the Resident Engineer. The Contractor shall saw slots in which the cable are to be installed to the depths shown. Prior to core drilling and providing the recessed openings for the sensor, the Contractor shall mark the proposed location. These locations shall be approved by the Resident Engineer. The Contractor shall maintain the sensor level during the curing of the sensor epoxy in a manner approved by the Resident Engineer.
3. All sawed slots shall have vertical edges, shall be chamfered at intersection and shall be cleaned prior to installation of wires.
4. Immediately before installing the sensors and the cables, the Contractor shall remove the dust resulting from the sawing operations or any foreign materials from the holes or slots by the use of a suitable source of compressed air injected into the holes and slots. Should the holes and slots become damp, they shall be thoroughly dried out to the satisfaction of the Resident Engineer prior to installing the sensors or cables.

5. The epoxy to be used in installing the sensors shall be applied in accordance with the manufacturer's printed instructions. The cementing compound recommended by the manufacturer shall be used to bond the sensor into the cored hole. The remainder of the space around the fixture shall be filled with epoxy level with the pavement surface.
6. After cleaning all dust and foreign material from the slots and drying the pavement in and adjacent thereto, the Contractor shall exercise care in inserting the backer rod and the cable therein so as not to damage the insulation. The Contractor shall subsequently install the upper backer rod and fill the remainder of the slot with sealing compound level with the pavement surface.
7. All surface sensors shall be installed flush with the runway surface. Sensors shall be in place with cured epoxy and there shall be no open cored holes by the end of the working period.

J. Warranty

Individual surface sensor and temperature probe warranties shall be provide on each item for a warranty period of five (5) years from the date of installation which will replace a defective surface sensor or temperature probe with a new item, excluding installation costs, as specified under terms of the manufacturer's standard warranty.

125-3.21 ITEM AR801614, SUPPLY TAXI GUIDANCE SIGN PANEL

This item shall include all work items that are necessary to supply and deliver new taxiway guidance sign panels to be installed by the MAA in existing signs as directed by the Resident Engineer. The work to be included in this item includes, but is not limited to, supplying and delivering new sign panels to the MAA maintenance building at the airport. The proposed sign panel legends shall be identified in the field at the time of construction.

The Contractor shall ascertain that the sign panels furnished by him are compatible in all respects with the existing equipment / sign panels. Any noncompatible components shall be replaced by the Contractor at no additional costs with a similar compatible unit.

125-3.22 ITEM AR801617, LIGHTED RUNWAY CLOSURE MARKER

- A. This item shall include all work necessary to supply and maintain new portable lighted runway closure markers in accordance with these special provisions to the satisfaction of the Resident Engineer. The Contractor shall install, remove and reinstall the portable lighted runway closure markers (RCM) as required by working conditions and as approved by the Resident Engineer. Supplying these RCM does not void the Contractor's responsibility to properly mark a closed runway. If the RCM becomes non-functional (as determined by the Resident Engineer) during the

course of this construction project, the Contractor shall supply and install the standard closed runway markings as shown on the proposed safety plan (sheet 9 of the construction plans). If the RCM units are not available at the start of construction, the Contractor shall supply, install and maintain the standard closed runway markings until the RCM units are delivered to the project site. If more than two closure markings are required during construction, the contractor shall supply and install the standard closed runway markings referenced above. Following the completion of this project, these RCM units shall become the property of the MAA. The Contractor shall make all necessary repairs to the RCM units (as determined by the Engineer) to provide the MAA with completely operational and like new RCM units. The Contractor shall replace any item on the RCM units that is damaged during the construction of this project.

The Contractor shall maintain the RCM units in good operational condition during this project. The Contractor shall supply fuel, oil, and lubricants in the generator to keep the RCM units operational at all times. The Contractor shall replace spot light bulbs as required by the Engineer. The Contractor shall supply and have on-site five (5) spare spot light bulbs at all times. Following the completion of this project, these spare spot light bulbs shall become the property of the MAA.

B. Portable Lighted Runway Closure Marker (with cover) Specifications:

B.1 Description:

1. The PORTABLE RUNWAY CLOSURE MARKER (RCM) shall be designed to form a lighted X which contains twenty-one (21) 90 watt par 38, 10 degree weather proof outdoor standard base clear Halogen spot bulbs with one (1) bulb located in the center and five (5) bulbs located in each of the four (4) legs. All X panel bulbs, light sockets, wiring and connections must be enclosed in a weather resistant housing.
2. The lighted X formed when opened and operating will be 20' 6" (6.248m) each continuous leg and 14' 6" (4.420m) on the peripheral.
3. The RCM shall collapse for transport and storage so that all parts are inside the trailer frame dimensions to prevent damage.
4. Illumination of the RCM shall be in flashing mode. This shall be controlled by a SOLID STATE FLASHER. MECHANICAL FLASHERS ARE NOT ACCEPTABLE.
5. A photo cell shall be used to reduce the voltage to 75 volts for nighttime operations.

6. Flash interval time shall be:
    - Bright mode - Approximately 2.5 seconds on and 2.5 seconds off.
    - Dim mode - Approximately 2.5 seconds on and 2.5 seconds off.
  7. The RCM shall have at least two (2) lights (mounted on the backside of the upper portion of the top of the legs of the X and) on the backside of the X to indicate power is being supplied to the RCM.
  8. The RCM shall be designed so it can be used while still attached to the tow vehicle or have the means to stand alone.
  9. The RCM shall be able to withstand winds of 40 MPH (64.37 KPH) while in operational mode. THIS MUST BE DOCUMENTED.
  10. The runway closure marker shall be discernible from a distance of 3 to 5 miles (4.828 to 8.047 km) VFR daytime and a minimum of 6 miles (9.656 km) VFR nighttime. These distances shall be determined from an aircraft using a Loran receiver. Documents substantiating these field tests by an independent third party shall accompany the RCM specifications and be delivered to the engineer.
  11. Set up time for the RCM shall be cable of being accomplished by one person in two (2) minutes or less. This means the RCM can be raised and operating this time frame.
  12. The RCM shall have the fuel capacity to run at FULL LOAD for a minimum of 120 hours without refueling.
  13. The RCM shall have the capability of being hard wired for the convenience of operating without the use of a generator for prime power.
  14. All electrical components shall be UL listed.
- B.2 LIGHTED X SUPPORT FRAME (Angle Mechanism)
1. The angle mechanism shall be constructed of 2” (60.96 cm) square tubing.
  2. The angle mechanism shall be capable of tilting 3 degrees from vertical and have trailer adjustments to accommodate this angle no matter what the degree of the runway.

3. The angle mechanism shall be operated by an electric actuator which will both raise and lower the mechanism with power from the generator. The actuator shall be approved by the manufacture for this application. The actuator shall have the following: 3,000 pound (1.361 t) static, capacity, solenoid brake, weather proof, spur gear reduction, 30% Duty cycle motor rating.

#### B.3 LIGHTED X ASSEMBLY:

1. The RCM legs shall be constructed from aluminum.
2. A locking system shall be installed to secure the legs from expanding when the RCM is in the transport mode.

#### B.4 TRAILER

1. The trailer frame shall be constructed from 2" (60.96 cm) square tubing.
2. Trailer dimensions shall be: 7'6" (2.29m) wide, 10' (3.05m) long.
3. A 1500# (0.680 t) axle with built-in independent Henschen type suspension or equal. Axle springs, shackles, or shock absorbers are not acceptable.
4. 4.80 x 12" (203.20 x 30.48 cm) tubeless 4-ply tires, 12" (30.48 cm) wheels and fenders.
5. 2" FAS-LOC coupling rated at 3500# (1.588 t) GVW., with safety chains.
6. A two inch (5.08 cm) ball shall be mounted at the rear of the trailer to facilitate towing of a second RCM.
7. Provisions to accommodate safety chains shall be mounted at the rear of the trailer.
8. D.O.T. approved brake, tail, and turn signal lights and reflectors shall be provided on the trailer.
9. Five (5) 2000 lb. (0.91 t) jack stands located at each corner and tongue.

#### B.5 PAINT-POWDER COATING

1. The entire RCM unit shall be powder coated gloss to a 1.8 mil minimum dry film thickness. Powder to be outdoor rated, UV resistant, polyester TGIC with the following characteristics.

H-2H Pencil Hardness .. ASTM-D522  
160 IN-Lb Gardner direct & reverse impact ASTM-D2794 modified  
Flex over 1/4 dia. needed without fracture.

#### B.6 DIESEL POWERED GENERATOR\*

- Rated Watts - Minimum 2700
- Voltage - 120
- Amperage - 29.2/14.6
- Fuel Capacity - 30 Gallons (113.56 I)
- Run Time - 120 hours
- Must comply with Mil Spec. W-F 800 for the use of alternative fuels.
  - o CF-1
  - o CF-2
  - o JET-A
- Starting System - 12V DC Electric & Recoil Rope
- ELECTRICAL OUTLETS:
  - o 2-120V (20A) w/ GFI
- OTHER FEATURES:
  - o Low Oil Pressure Safety Protection System
  - o Running Time Meter
  - o Circuit Breaker Protection
  - o Anti-Vibration Rubber Mounts
  - o Dry Air Cleaner
  - o 12V Battery Charging System

\* Generator shall be approved by the generator manufacture for this application.

#### B.7 PROTECTIVE COVER

1. Total Weight: 18 OZ P.S.Y. Width: 61" Yarn: Polyester Count: 20 X 20 Denier: 1000D x 1000D Grab Tensile (FS 5100): 400 x 338 Tongue Tear (FS 5134): 77 x 77 Adhesion (FS 5970): 15 lbs / 2 cm Abrasion (FS 5306): 1000 cycles Low Temperature: -40 degrees Continuous: 180 degrees Intermittent: 200 degrees Finish: Matte Treatments: Anti-mildew, U.V. pigments
  - Putup: 75 yards

2. The costs for a cover shall be included in the contract unit price. Each RCM unit shall have its own cover.

#### B.8 WARRANTY

1. Original Owner: The Contractor shall list the MAA as the original owner to the manufacturer of the RCM unit so that the manufacturer's warranty is valid for the warranty period of one (1) year.
2. Repairs Covered: The RCM shall be warranted by the manufacturer to the MAA during the warranty period. The warranty covers repairs to correct any RCM defects related to materials or workmanship occurring during the warranty period.
3. Warranty Period: The warranty period for all coverage begins on the date of the RCM is first delivered and ends at the expiration of the coverage period. The complete RCM shall be covered for a period of one (1) year. Tires, battery and generator may be warranted separately by the individual manufacturers.

#### 125-3.23 ITEM AR801632, REMOVE LIGHT EQUIPMENT

This item shall include all work items that are necessary to remove existing light equipment from an existing base mounted light as detailed in the Construction Plans and in this special provision. The work to be included in this item includes, but is not limited to removing existing light fixture, base plate, and transformer; reconnect circuit cables in can to maintain circuit continuity; supplying and installing new solid steel cover; and transporting removed equipment to location designated by the MAA. The existing light base cans are to remain in-place. The removed equipment will be reused on a future airport improvement project.

The solid steel base cover plates shall be A-36 galvanized steel checker-plate 3/4 inch thick for areas subject to aircraft loading. The diameter and bolt pattern shall be compatible with the existing light can base to be covered.

#### 125-3.24 ITEM AR801634, RUNWAY GUARD LIGHT

This item shall include all work necessary to furnish and install new base mounted L-804 runway guard light units at the proposed locations as indicated on and detailed in the Construction Plans and this special provision. These lights shall be LED technology. The LED fixtures shall operate on any type (including Thyristor base) of constant current regulator. The new LED units shall operator on the same circuit with incandescent and/or Halogen fixtures.

The L-804 LED units shall conform to the requirements of the latest revision of FAA AC 150/5345-46B "Specification for Runway and Taxiway Light Fixtures" and FAA Engineering Brief No. 67 "Light Sources other than Incandescent and Xenon for Airport Lighting and Obstruction Lighting Fixtures". The L-804 LED units shall be ETL certified. Runway guard lights shall include mounting hardware for mounting on a L-867 base can including frangible coupling, base plate, and ground rods as shown on the Construction Plans or as required by the manufacturer. The Contractor shall supply alignment tools and align the RGL units per manufacturer's instructions.

The RGL shall be Type L-804, Yellow, Class 2, 6.6 amperes constant current fixture, with lamp by-pass and L-823 type connectors, and shall be provided with instruction manual. The L-804 units shall be provided with an incoming power on/off switch. These lights shall be provided complete with compatible type transformers meeting the requirements of AC 150/5345-47 Type L-830 with the appropriate wattage consistent with the type of lamps provided.

The LED L-804 units shall have two possible operating modes: Mimic incandescent on/off curve and instant on/off. It shall be possible to field modify the operating mode. The Mimic incandescent on/off curve mode shall mimic the slower rise and fall conventional incandescent or halogen L-804's. The instant on/off mode shall allow the LED's to instantly turn on and off, which provides for increased conspicuity. It shall be possible to program the operational mode in the field. To allow maximum control of perceived light output, an L-804 LED used in the instant on/off mode shall be on a dedicated circuit.

The Contractor shall furnish one spare L-804 RGL light fixture (LED) to the MAA for future use. Include costs for spare L-804 fixture in Item "AR801634-Runway Guard Light" contract unit price. This spare fixture shall not be counted for payment or paid for separately.

#### METHOD OF MEASUREMENT

ADD the following to this Section:

- 125-4.2 The quantity of new light units, existing light units, lighted runway closure markers, semiflush retroreflective markers, splice cans, in pavement lights, and guidance signs to be installed, refurbished, removed, adjusted and/or relocated, and new taxi guidance sign panels to be supplied to be paid for under this item shall be the number, counted in place as indicated in this special provision, of each type and style installed, refurbished, removed, adjusted, relocated and/or replaced as complete and accepted by the Resident Engineer. Spare light fixtures to be supplied by the Contractor shall not be counted for payment or paid for separately.

- 125-4.3 The quantity of scan system upgrade to be paid for under this item shall be measured per lump sum for furnishing all materials and equipment required for this construction including, but not limited to, surface sensors, temperature probes, relocate splice cans, relocate cables, cables, cable trenching, wiring, RPU equipment, grounding, splice kits, rigid conduits, sealants, testing, hardware, software, licensing, commissioning, warranties, training, and all other necessary items installed in place, operational and accepted as a complete installation.
- 125-4.4 The quantity of taxi guidance signs to be paid for under this item shall be the number of each type installed as completed units in place, ready for operation, and accepted by the Resident Engineer. The type of sign shall be determined by counting the number of characters shown only on the main front face of the sign. Characters shown on the back face of the sign shall not be counted in determining the total number of characters in a sign array.

BASIS OF PAYMENT

- 125-5.1 REVISE the first sentence of this Section to read as follows:

Payment will be made at the contract unit price per each complete light, lighted runway closure markers, splice can, guidance sign, and/or guidance sign panel installed in place, refurbished, removed, adjusted, relocated, and/or replaced by the Contractor and accepted by the Resident Engineer.

- 125-5.2 Payment will be made at the contract unit price per lump sum for the completed, put into operation, and accepted scan system upgrade. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, training, and incidentals necessary to complete this item.

Payment will be made under:

ITEM AR125110 -- SEMIFLUSH RETROREFLECTIVE MARKER -- per each.

ITEM AR125442 -- TAXI GUIDANCE SIGN, 2 CHARACTER -- per each.

ITEM AR125443 -- TAXI GUIDANCE SIGN, 3 CHARACTER -- per each.

ITEM AR125446 -- TAXI GUIDANCE SIGN, 6 CHARACTER -- per each.

ITEM AR125461 -- TAXI GUIDANCE SIGN, SPECIAL -- per each.

ITEM AR125525 -- HIRL, INPAVEMENT -- per each.

ITEM AR125560 -- RUNWAY DISTANCE REMAINING SIGN -- per each.

ITEM AR125565 -- SPLICE CAN -- per each.

- ITEM AR125902 -- REMOVE BASE MOUNTED LIGHT -- per each.
- ITEM AR125903 -- REMOVE INPAVEMENT LIGHT -- per each.
- ITEM AR125904 -- REMOVE TAXI GUIDANCE SIGN -- per each.
- ITEM AR125906 -- REMOVE SPLICE CAN -- per each.
- ITEM AR125920 -- REPLACE -- per each.
- ITEM AR125942 -- ADJUST BASE MOUNTED LIGHT -- per each.
- ITEM AR125943 -- ADJUST INPAVEMENT LIGHT -- per each.
- ITEM AR125962 -- RELOCATE BASE MOUNTED LIGHT -- per each.
- ITEM AR125964 -- RELOCATE TAXI GUIDANCE SIGN -- per each.
- ITEM AR125966 -- RELOCATE SPLICE CAN -- per each.
- ITEM AR125982 -- REFURBISH BASE MOUNTED LIGHT -- per each.
- ITEM AR125983 -- REFURBISH INPAVEMENT LIGHT -- per each.
- ITEM AR125984 -- REFURBISH TAXI GUIDANCE SIGN -- per each.
- ITEM AR801605 -- REPLACE TAXI GUIDANCE SIGN PANEL -- per each.
- ITEM AR801606 -- SCAN SYSTEM UPGRADE -- per lump sum.
- ITEM AR801614 -- SUPPLY TAXI GUIDANCE SIGN PANEL -- per each.
- ITEM AR801617 -- LIGHTED RUNWAY CLOSURE MARKER -- per each.
- ITEM AR801632 -- REMOVE LIGHT EQUIPMENT -- per each.
- ITEM AR801634 -- RUNWAY GUARD LIGHT -- per each.
- ITEM AT125565 -- SPLICE CAN -- per each.
- ITEM AT125962 -- RELOCATE BASE MOUNTED LIGHT -- per each.
- ITEM AT125964 -- RELOCATE TAXI GUIDANCE SIGN -- per each.
- ITEM AT801605 -- REPLACE TAXI GUIDANCE SIGN PANEL -- per each.

ADD the following Division:

DIVISION VIII– MISCELLANEOUS

ITEM 770 – SANITARY SEWER SYSTEM

DESCRIPTION

770-1.1 This item shall include all work necessary to completely relocate and put back into operation an existing sanitary sewer system as shown on the Construction Plans and details in these Section III Special Provisions to the satisfaction of the Resident Engineer and the City of Moline. Sanitary sewer construction shall be in accordance with the City of Moline’s Standard Specifications.

The sanitary sewer system to be relocated is a “dead-end” line that provides service to the passenger terminal building. During final pipe tie-ins, the Contractor shall supply, install, and maintain temporary pumps and above ground lines as required. The Contractor shall insure that the sanitary sewer system is continuous during this project.

770-1.2 The cost of all items required to relocate, test and put the sanitary sewer system back into operation shall be included in the contract Items AR770510-10” Sanitary Sewer and AR770704-Sanitary Manhole, 4’ contract unit prices. The work to be included in these items includes, but is not limited to, excavation, dewatering, pipe foundation, bedding, haunching, pipe, connections to manholes, plugging pipes, removing pipes, backfilling, fittings, taps, corp stops, testing, permits, and all other incidentals necessary to relocate and return the sanitary sewer system back into operation, completed to the satisfaction of the Resident Engineer and the City of Moline. Separate measurements for payments and/or payments for individual items shall not be made.

770-1.3 The existing equipment and materials schedule to be removed, and/or relocated shall be removed by the Contractor with care so that all materials considered suitable for future use by the Resident Engineer may be salvaged. Equipment and materials having salvage value shall be removed without damage and those having no salvage value shall be removed and disposed of by the Contractor in a suitable location off of airport property. The Contractor shall clean the salvageable materials and equipment to the satisfaction of the Resident Engineer. Any components damaged by the Contractor during removal, and/or relocation shall be replaced or repaired by him at no additional cost with a similar unit (approved by the Resident Engineer) that is compatible with the remainder of the system. All salvageable equipment and materials removed and not reused shall remain the property of and be delivered to the Metropolitan Airport Authority. The Contractor shall deliver the salvaged items to a location designed by the Airport Maintenance Manager. All excavating required to remove existing equipment and materials shall be backfilled with compacted sand.

- 770-1.4 It should be noted that the locations of all existing utilities shown on the plans are approximate and care shall be exercised by the Contractor to avoid damage to these utilities. In the case of existing gas mains, power cables, and telephone lines, the Contractor shall make arrangements for the utility companies to actually locate their lines in the field before any work is started on the project so that problems can be avoided and the alignment of the proposed sewer be changed, if necessary. Any mains or services disturbed by the Contractor's operation shall be restored by him at his own expense.
- 770-1.5 Although the Resident Engineer will set line and grade reference stakes to be used as a guide for the construction, such action shall in no way relieve the Contractor of his responsibility to conform to the requirements of the plans and specifications.
- The Contractor shall notify the Resident Engineer of his need for line and grade stakes at specific locations one week in advance of such needs.
- 770-1.6 Any concrete, brick, stone, tree stumps, or any other debris encountered by the Contractor shall become the property of the Contractor and shall be removed from the construction site.
- 770-1.7 The Contractor shall do all pumping and bailing, build all drains; and do all other work necessary to keep the construction area clear of groundwater, and to keep sewage and storm water conduits operational during the progress of the work and until the finished work is safe from injury. Separate payment will not be made for pumping or bailing, but shall be considered as incidental to the sanitary sewer contract unit prices.
- 770-1.8 The location of any field tile, roof drain, buried cable, storm or sanitary sewer, or septic tank runout not shown on the plans, shall be called to the attention of the Resident Engineer. All such facilities, if damaged, shall be restored and approved by the Resident Engineer before backfilling. No extra compensation will be allowed for this work or for delays occasioned by it.
- 770-1.9 Bedding material consisting of IDOT Gradation number CA-11 (as described in Section 1004 of the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2007), foundation material consisting of IDOT Gradation RR-3, Quality Designation "A" (as described in Section 1005 of the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2007) as well as geotechnical fabric and porous backfill as shown on the plan details shall be included in this item. These items shall not be measured for payment. The cost of these items shall be included in the contract unit price. See Section 701 for description of geotechnical fabric.

When, in the opinion of the Engineer, unsuitable soil conditions are encountered which require the removal of the unsuitable materials below the depth of the trench foundation, the Contractor shall replace the material removed with pipe bedding or crushed stone of the gradation approved by the Resident Engineer. Payment for additional depth of pipe bedding shall be made at the contract unit price per square yard for AR156540-Riprap at the width shown on the plans for the specified size of sewer. However, in cases where the excavation is unnecessarily carried beyond or below the lines and grades given by the Resident Engineer, the Contractor shall, at his own expense, refill all such excavated space with suitable pipe bedding material. The cost of all additional excavation and disposal of materials shall be included and the work will be paid for at the contract unit price per square yard for AR156540-Riprap. For the purposes of payment on this item, one (1) cubic yard of crushed stone shall be considered to weigh 1,800 pounds.

Compaction of the backfill of the proposed sanitary sewer in open areas shall not be less than 85% optimum, modified proctor, for the soil. Compaction of the backfill of the proposed sanitary sewer in the runway safety areas shall not be less than 95% optimum, modified proctor, for the soil.

In open areas, backfill may be made by any acceptable method, which will not dislodge or damage the pipe or cause bridging action in the trench. Only porous granular material shall be used in backfilling. Excess material shall be neatly rounded over the top of the trench as directed by the Resident Engineer to allow for settlement of the trench. In the runway safety area, the neatly rounded material shall not be more than 3" above the surrounding area. In final cleanup operations, the Contractor shall reshape the surface to level out any uneven settlement that has occurred. Stones larger than 4" in size shall be excluded from all remaining backfill above the area 6" above top of pipe. Stones larger than 2" in size shall be excluded from the top 12" of backfill in the runway safety areas.

- 770-1.10 Clearing, tree and brush removal and disposal shall be incidental to Sanitary Sewer Construction and no separate payment shall be made.
- 770-1.11 The Contractor shall not remove any airfield perimeter security fencing. If the sanitary sewer must transverse under an existing security fence, the Contractor shall bore underneath the fence without damaging the fence. Should the Contractor damage fences or fence materials, he shall replace them at the own costs. The Contractor shall not create a breach through or under the existing security fence.

- 770-1.12 All sanitary sewer items shall be in accordance with Section 563-Adjusting Sanitary Sewers and Water Service Lines of the “Standard Specifications for Road and Bridge Construction, adopted January 1, 2007, including all addendum at the time of bidding, applicable sections of Division III “Sanitary Sewers and Storm Sewers” and Division V “Standard Drawings” of the specifications for Water Main Sewer Construction in Illinois and City of Moline Standard Details for bedding and trench backfill, gate valve, box installation, thrust block installations and details shown in the Construction Plans.

### MATERIALS/CONSTRUCTION METHODS

#### 770-2.1 PIPE

Sanitary sewer shall be D.I.P. pressure class 350, mechanical joint, tar seal coated and cement lined, conforming to the latest ANSI/AWWA C150/A21.50-91. Contractor shall conduct his operations so as to protect all “in-place” sanitary sewer and appurtenances. At no time shall raw sewage be allowed to flow along the new pipe bedding. Damaged items shall be repaired or replaced at the contractor’s expense.

#### 770-2.2 Testing and Inspection for Acceptance of Sanitary Sewers

At a minimum, all sanitary sewers shall be tested for acceptability by either exfiltration of water, infiltration of water or exfiltration of air under pressure or a combination thereof. All referenced testing shall be performed by the Contractor in accordance with the Standard Specifications for Water and Sewer Main Construction in Illinois, July 2009. No additional compensation will be allowed for sanitary sewer pipe testing and shall be considered incidental to the Contract unit price for D.I.P. sanitary sewer. Manholes shall be leak tested in accordance with ASTM C-969, latest edition.

#### 770-2.3 SANITARY SEWER MANHOLES

Manholes shall be leak tight and shall be constructed of precast reinforced concrete units, or cast in place concrete, all in accordance with the plans and these specifications. Steps are not required and may be omitted.

The entire inside and outside surfaces of the manholes shall be coated with 1 coat of 46H-413 Hi-Build Tnemec-Tar by Tnemec or equal to a 14 to 20 mil dry film thickness. Coating shall meet Federal Specifications SSC153C, Type 1 or SSA649D.

Joints between precast sections shall be designed for round rubber gaskets meeting ASTM C443. Gasket to be furnished with precast manhole sections.

All lift holes on precast elements for sanitary sewer manholes shall be completely filled with Preco-Plug by Preco Industries, Ltd., or equal. All joints between precast elements on sanitary sewer manholes shall be provided with a rubber gasket meeting ASTM C443.

Manhole frames and lids shall be Neenah R-3493-A with concealed pick-holes and neoprene gasket or equal for manholes finished to surface grade. Costs of the manhole frame and lids shall be included in the cost of the manhole.

Connections to existing manholes, including materials and work described below, shall be considered as incidental to the contract unit price for sanitary sewer.

The new wall opening shall be neatly cut and the annular space around the pipe passing through the manhole wall shall be filled with Link- Seal by Thunderline Corporation, or equal. Entire new connections shall be treated as described in above. Fillet shall be reshaped.

#### 770-2.4 INLET OR OUTLET CONNECTIONS

Pipe or tile placed in the masonry for inlet or outlet connections shall extend through the wall and beyond the outside surface of the wall a sufficient distance to allow for connections. The pipe to manhole connector shall be a compression type flexible connection in accordance with ASTM C-923. Flexible pipe to manhole connectors shall be factory fabricated. Connectors to be A-Lok, or equal. Knockouts in the field will not be allowed.

#### 770-2.5 DUCTILE IRON PIPE FITTINGS

Fittings up to 30 inches shall be ANSI/AWWA C153/A21.53-88 ductile iron fittings, with mechanical joints and shall be rated for 350 psi. All fittings shall be tar seal coated and cement lined meeting ANSI/AWWA C104/A21.4-90. Connecting pipe shall be at least 18 inches long.

Couplings shall be Smith-Blair #441 Cast Coupling with appropriate gasket, or approved equal, suitable for ductile iron, cast iron or polyvinyl chloride pipe.

#### 770-2.6 SPECIALTY VALVES AND FITTINGS

No special valves or fittings are required on this project.

#### 770-2.7 FLEXIBLE COUPLINGS

Flexible couplings are not required on this project.

770-2.8 UNIVERSAL FLANGE(S)

- A. Flange material: Ductile Iron A.S.T.M. A536 grade 65-45-12. Flange drilling to A.N.S.I. B16.1 - Class 250.
- B. Gasket: NBR, BUNA-N.
- C. Manufacturer and Model: Uni-Flange, Series 200, or equal.

770-2.9 PIPE INSTALLATION FOR SANITARY SEWERS

Sanitary sewers shall have a minimum of 5 feet of cover in all directions unless shown otherwise on the plans.

The Contractor shall use care to keep from damaging any existing sanitary sewer or service. Any pipe, fittings or service appurtenances damaged during construction shall be replaced by the Contractor at his own expense. The Contractor shall remove damaged fittings or pipes, and replace them to the original locations and conditions. This work shall be considered as incidental to the cost of sanitary sewers and no additional compensation will be allowed.

METHOD OF MEASUREMENT

- 770-3.1 The footage of pipe to be paid for shall be the number of linear foot of pipe in place completed, and approved, to be measured along the centerline of the pipe and fittings on the ground surface from end or inside face of structure to the end or inside face of structure, whichever is applicable. The several classes, types, and sizes shall be measured separately. All fittings shall be included in the footage as typical pipe sections in the pipeline being measured. Separate measurements for payment for the individual items required in the completed system shall not be made.

Geotextile fabric, aggregate bedding, aggregate foundation, porous backfill, and dewatering items installed to construct the sanitary sewer pipes will not be measured for payment under this item or any other contract item. These necessary items shall be considered incidental to the contract unit price for the specified type, class, and size of pipe being installed.

BASIS OF PAYMENT

770-4.1 Payment will be made at the contract unit price per linear foot for each kind of pipe of the type, class, and size designated. These prices shall be full compensation for furnishing all materials and for all preparation, excavation, installation and testing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the system.

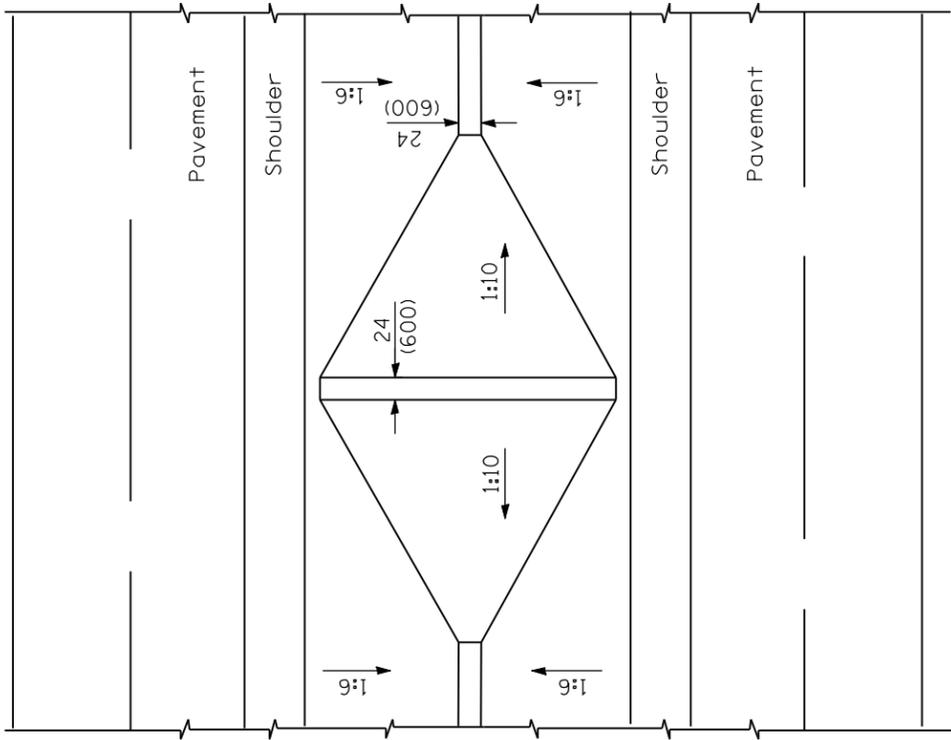
The costs for geotextile fabric, aggregate bedding, aggregate foundation, porous backfill and dewatering items installed to construct the sanitary sewer pipes shall be included in the contract unit price for the specified type, class, and size of pipe being installed.

770-4.2 Payment will be made at the contract unit price per each for the completed, put into operation and accepted sanitary manhole 4' installation. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item.

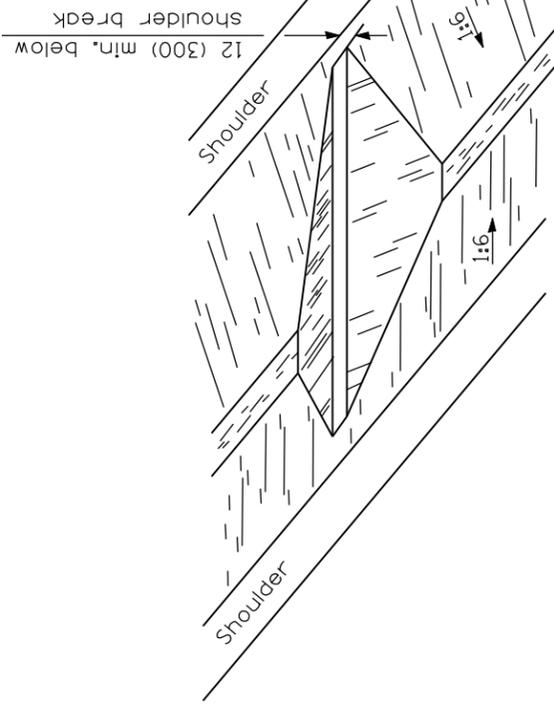
Payment will be made under:

ITEM AR770510 -- 10" SANITARY SEWER -- per lineal foot.

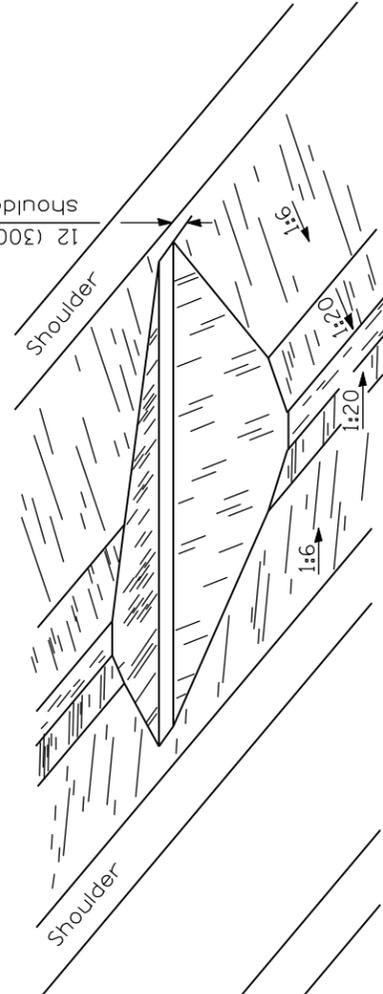
ITEM AR770704 -- SANITARY MANHOLE 4' -- per each.



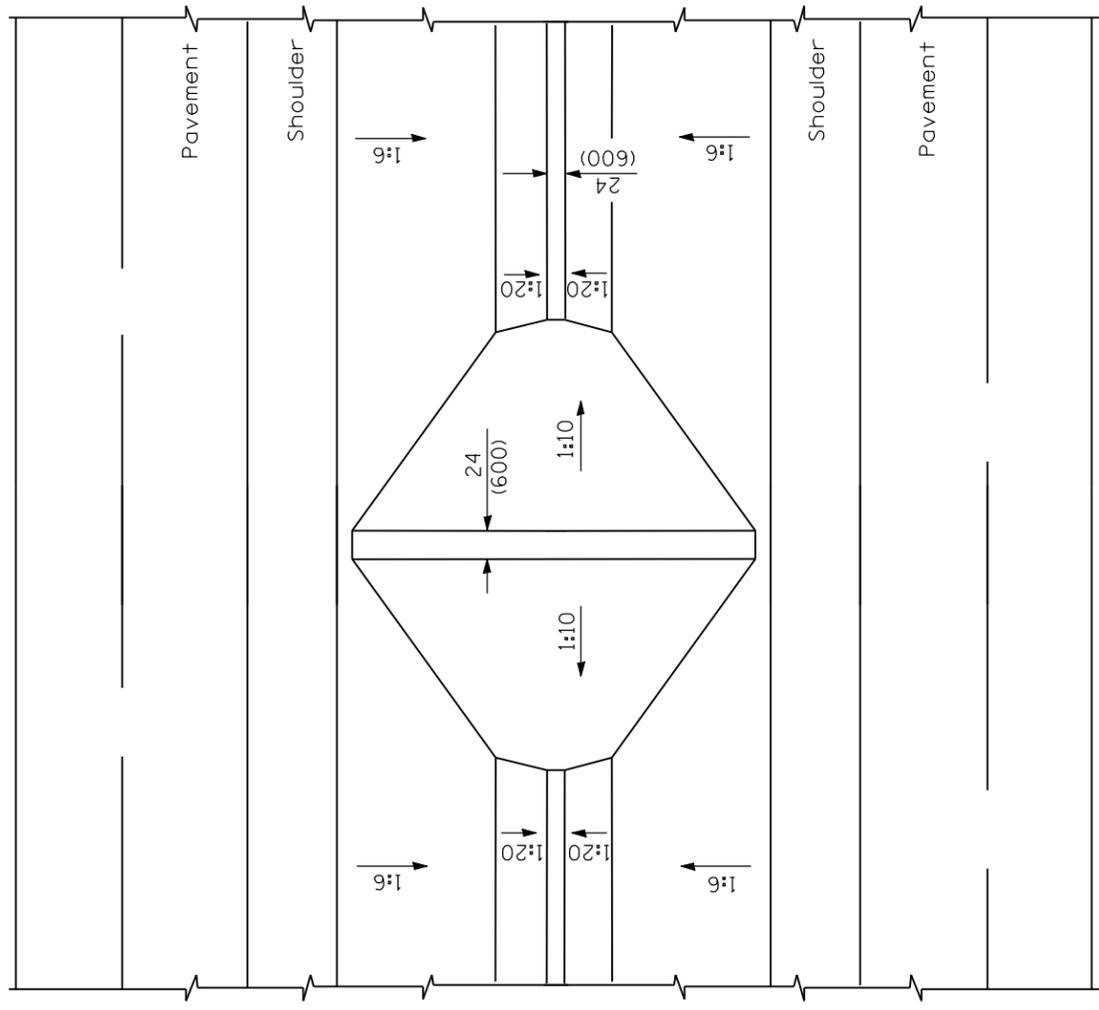
**DITCH CHECK FOR NARROW MEDIAN**



**VIEW OF NARROW MEDIAN**



**VIEW OF WIDE MEDIAN**



**DITCH CHECK FOR WIDE MEDIAN**

**GENERAL NOTES**

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).  
All dimensions are in inches (millimeters) unless otherwise shown.

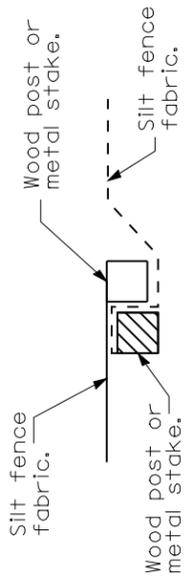
DATE	REVISIONS
1-1-08	Switched units to English (metric).
1-1-97	Renum. Standard 2355-1.

**EARTH MEDIAN  
DITCH CHECK**

**STANDARD 202001-01**

Illinois Department of Transportation  
 PASSED January 1, 2008  
 ENGINEER OF POLICY AND PROCEDURES  
 APPROVED January 1, 2008  
 ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97



Place end-post (stake) of first silt fence adjacent to end-post (stake) of second silt fence with fabric positioned as shown.

**STEP 1**

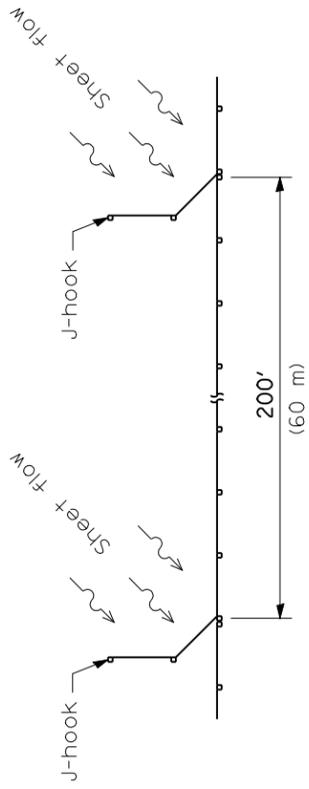


Rotate posts (stakes) together, 180° clockwise and drive both posts (stakes) 18 (450) into ground.

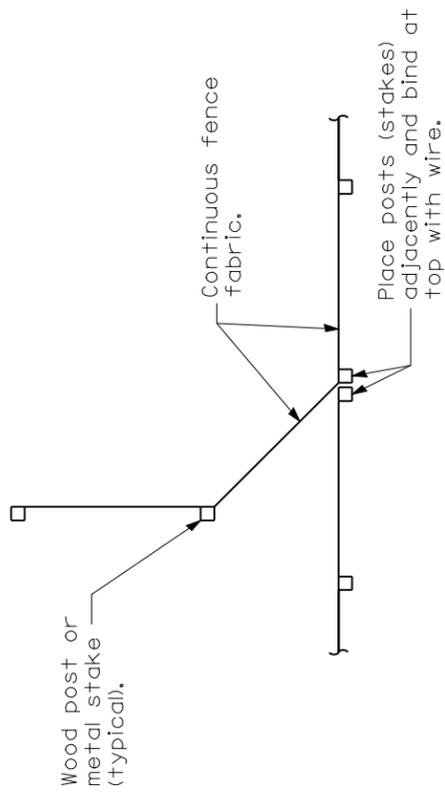
**STEP 2**

**ATTACHING TWO SILT FILTER FENCES**

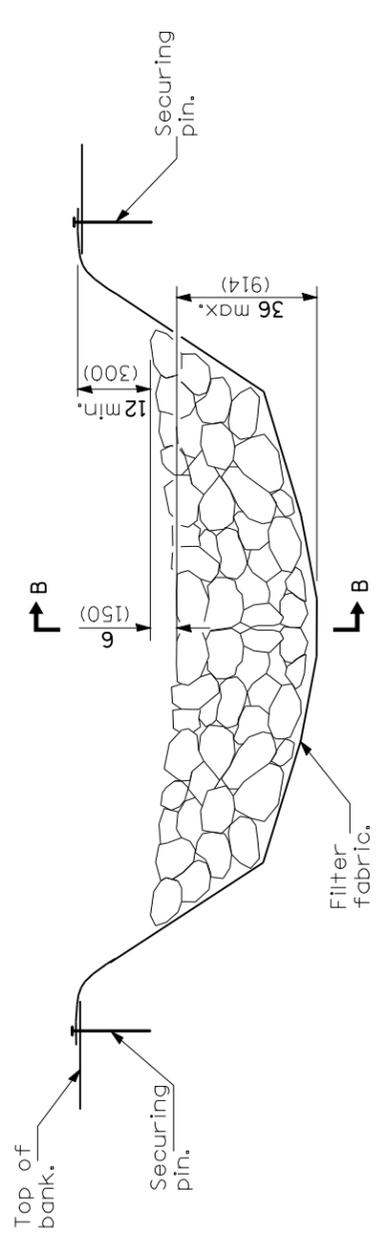
(Not applicable for J-hooks)



**SILT FILTER J-HOOK PLACEMENT**

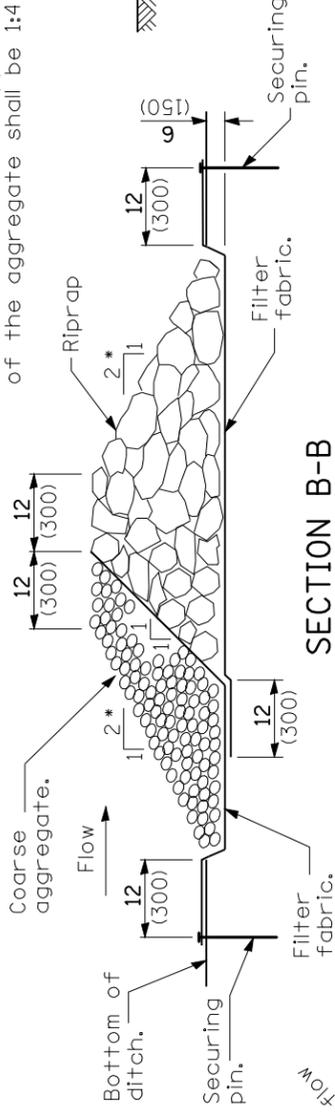


**J-HOOK**



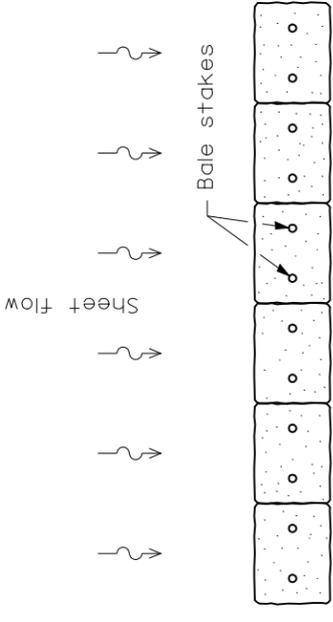
**ELEVATION**

\* When the ditch check is within the clear zone and the road is open to traffic, the traffic approach slope of the aggregate shall be 1:4 (V:H).

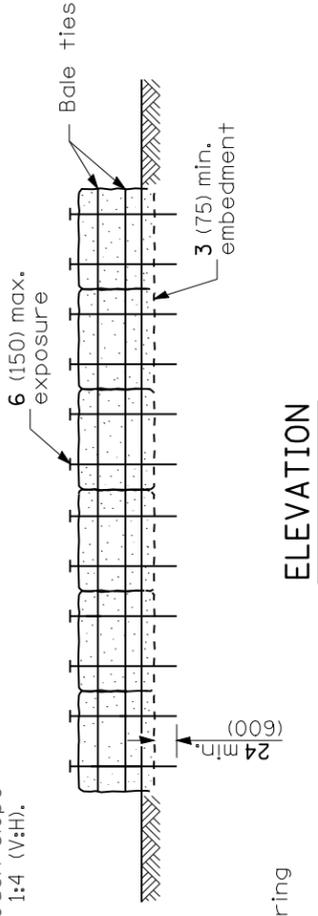


**SECTION B-B**

**AGGREGATE DITCH CHECK**

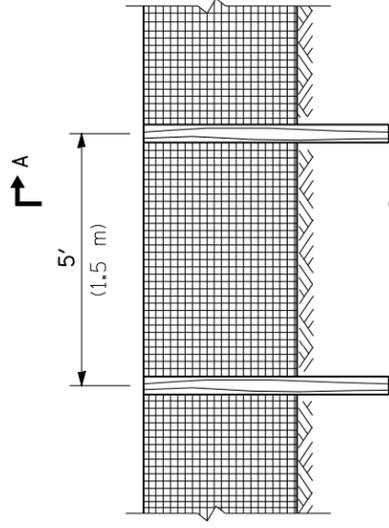


**PLAN**



**ELEVATION**

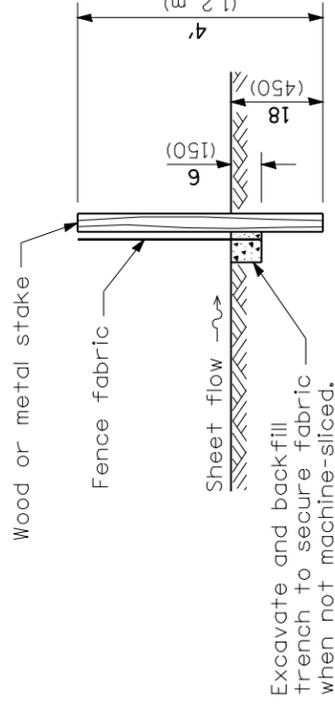
**HAY OR STRAW BALES AS A PERIMETER EROSION BARRIER**



**ELEVATION**

**SECTION A-A**

**SILT FILTER FENCE AS A PERIMETER EROSION BARRIER**



Excavate and backfill trench to secure fabric when not machine-sliced.

**GENERAL NOTES**

The installation details and dimensions shown for perimeter erosion barriers shall also apply for inlet and pipe protection.

All dimensions are in inches (millimeters) unless otherwise shown.

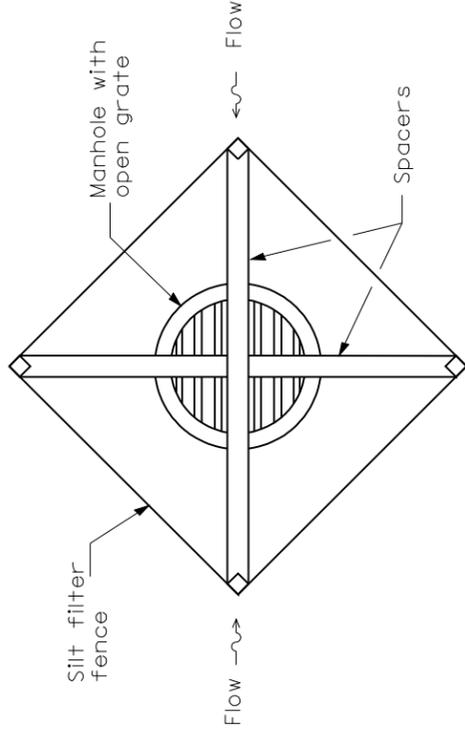
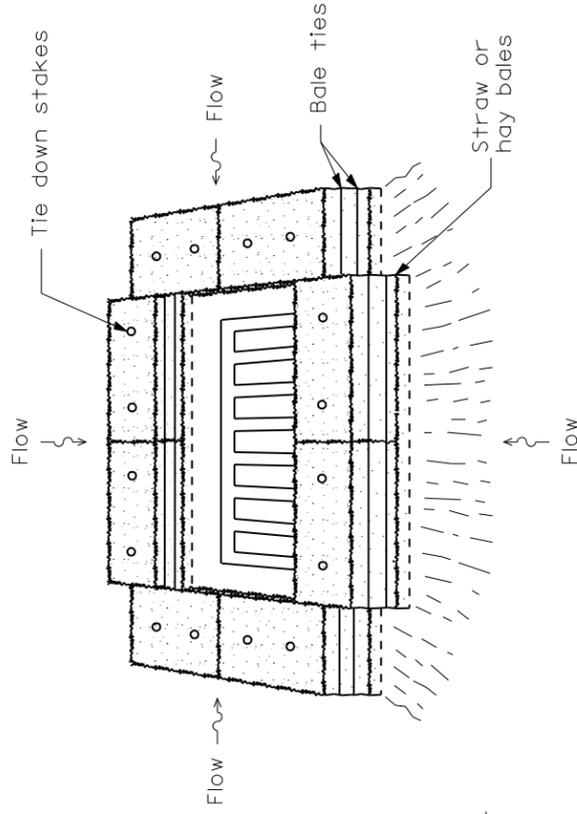
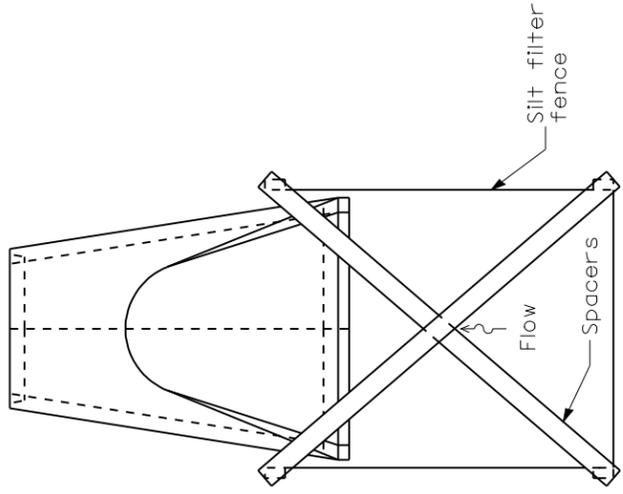
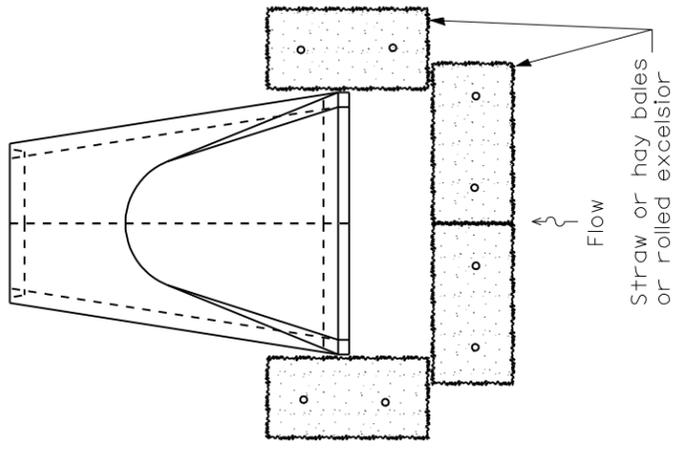
Illinois Department of Transportation	
PASSED January 1, 2010	ISSUED 1-1-97
ENGINEER OF POLICY AND PROCEDURES	
APPROVED January 1, 2010	
ENGINEER OF DESIGN AND ENVIRONMENT	

DATE	REVISIONS
1-1-10	Added J-hooks, added
	Two Fence attachment detail, mod. ditch check.
1-1-08	Switched units to English (metric) and rev. silt filter fence.

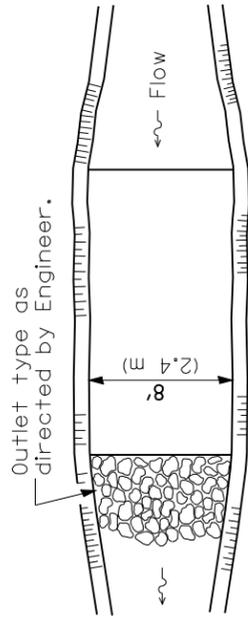
**TEMPORARY EROSION CONTROL SYSTEMS**

(Sheet 1 of 2)

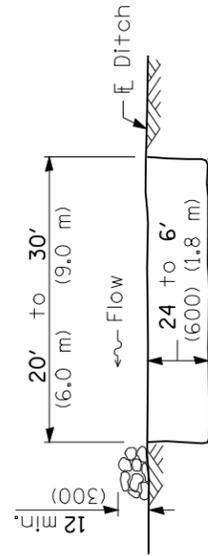
**STANDARD 280001-05**



INLET AND PIPE PROTECTION



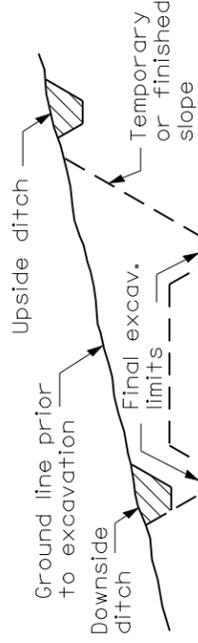
The long dimension should be parallel with the direction of the flow. Accumulated silt shall be removed anytime the basins become 75% filled.



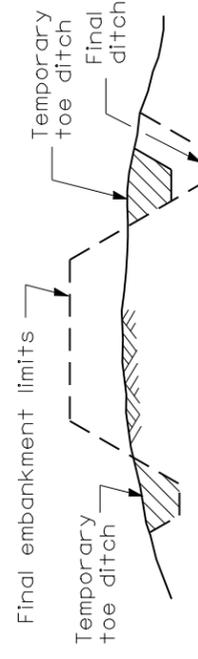
The performance of the basin will improve if put into a series.

ELEVATION

PLAN



TYPICAL CUT CROSS-SECTION



TYPICAL FILL CROSS-SECTION

SEDIMENT BASIN

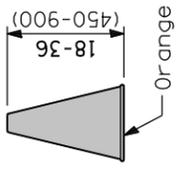
TEMPORARY DITCHES FOR CUT & FILL SECTIONS

Illinois Department of Transportation	
PASSED	January 1, 2010
 ENGINEER OF POLICY AND PROCEDURES	
APPROVED	January 1, 2010
 ENGINEER OF DESIGN AND ENVIRONMENT	

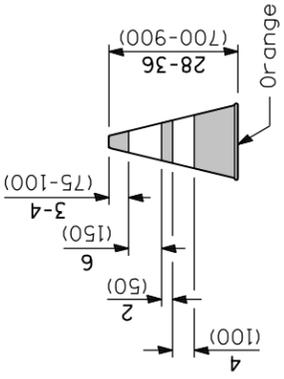
ISSUED 1-1-97

**TEMPORARY EROSION CONTROL SYSTEMS**  
(Sheet 2 of 2)

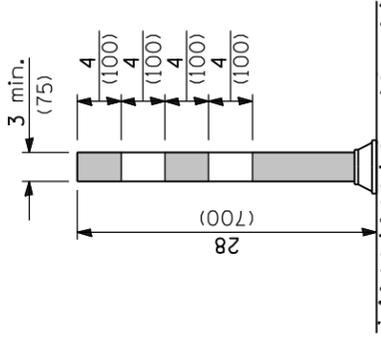
**STANDARD 280001-05**



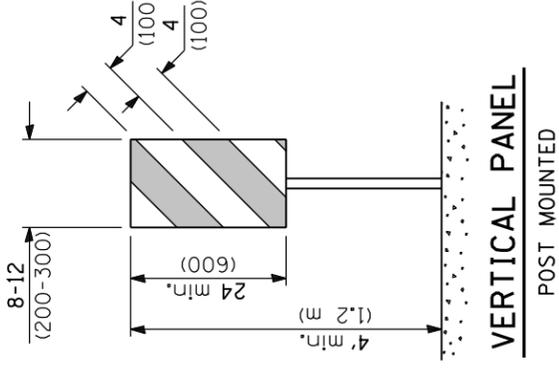
**CONE**



**REFLECTORIZED CONE**

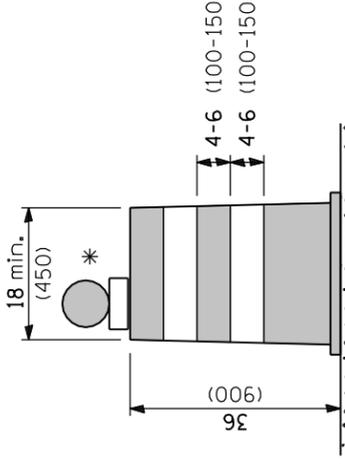


**FLEXIBLE DELINEATOR**

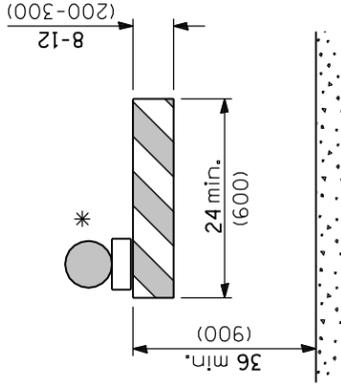


**VERTICAL PANEL**

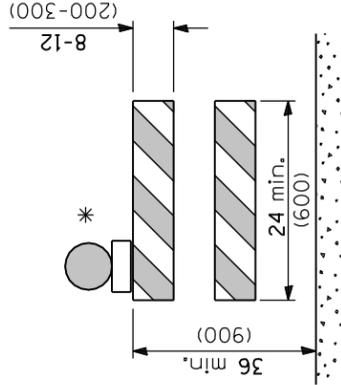
POST MOUNTED



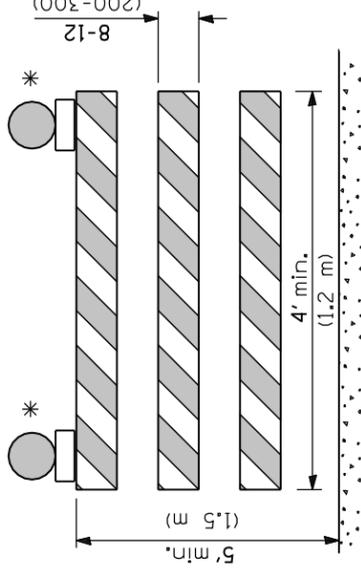
**DRUM**



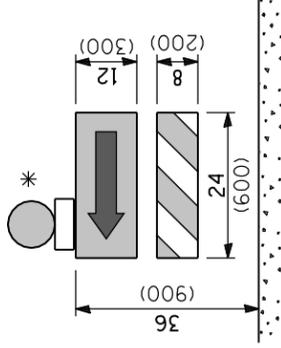
**TYPE I BARRICADE**



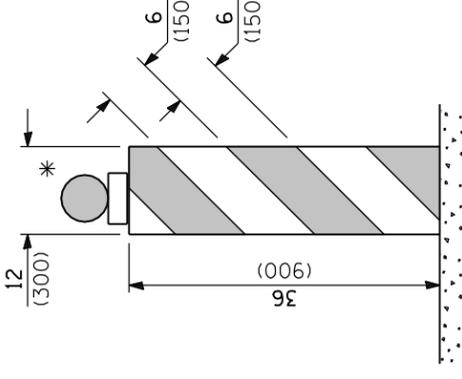
**TYPE II BARRICADE**



**TYPE III BARRICADE**



**DIRECTION INDICATOR  
BARRICADE**



**VERTICAL BARRICADE**

\* Warning lights (if required)

GENERAL NOTES

All heights shown shall be measured above the pavement surface.

All dimensions are in inches (millimeters) unless otherwise shown.

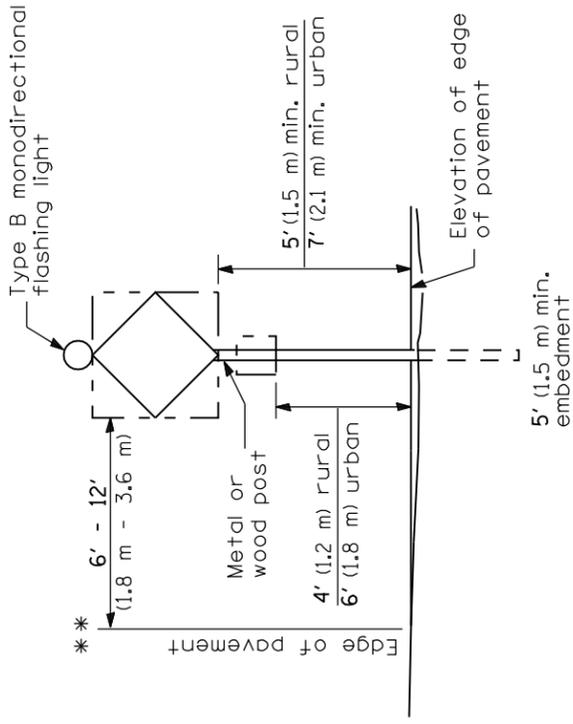
Illinois Department of Transportation		ISSUED	1-1-97
APPROVED	January 1, 2009		
ENGINEER OF OPERATIONS	<i>[Signature]</i>		
APPROVED	January 1, 2009		
ENGINEER OF DESIGN AND ENVIRONMENT	<i>[Signature]</i>		

DATE	REVISIONS
1-1-09	Switched units to English (metric). Omitted light on vertical panel.
1-1-08	Renumbered Standard 702001-06. Rev. note for temp. signs on Sheet 2.

**TRAFFIC CONTROL  
DEVICES**

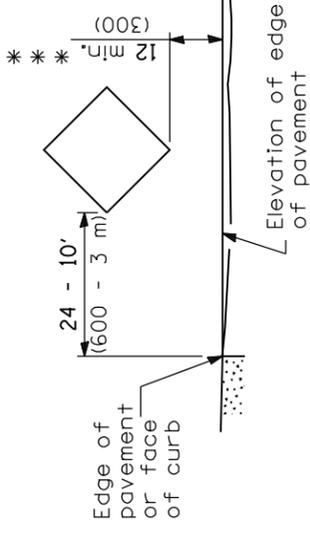
(Sheet 1 of 3)

**STANDARD 701901-01**



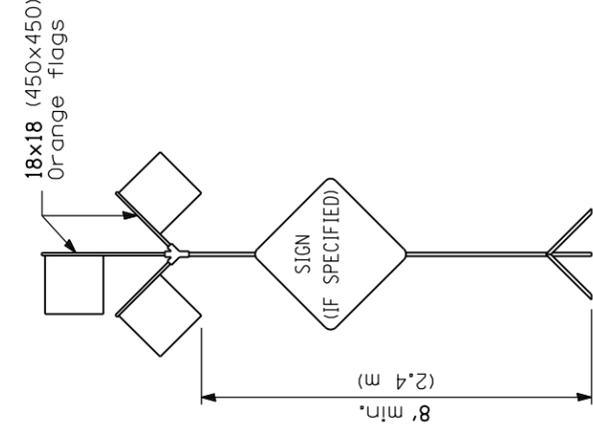
**POST MOUNTED SIGNS**

\*\* When curb or paved shoulder are present this dimension shall be 24 (600) to the face of curb or 6' (1.8 m) to the outside edge of the paved shoulder.



**SIGNS ON TEMPORARY SUPPORTS**

\*\*\* When work operations exceed four days, this dimension shall be 5' (1.5 m) min. If located behind other devices, the height shall be sufficient to be seen by motorists.



**HIGH LEVEL WARNING DEVICE**

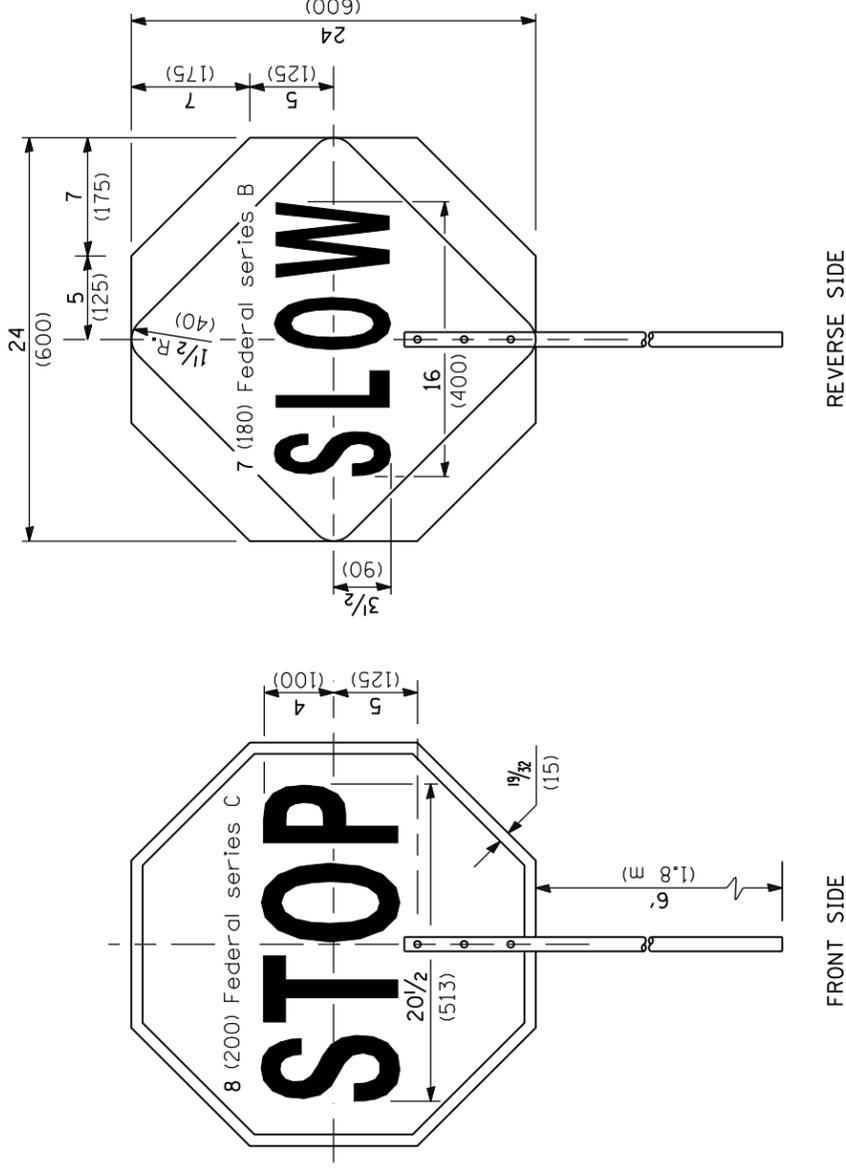
ROAD CONSTRUCTION NEXT X MILES	G20-1(0)-6036
END CONSTRUCTION	G20-2a(0)-6024

This signing is required for all projects 2 miles (3200 m) or more in length. ROAD CONSTRUCTION NEXT X MILES sign shall be placed 500' (150 m) in advance of project limits.

END CONSTRUCTION sign shall be erected at the end of the job unless another job is within 2 miles (3200 m).

Dual sign displays shall be utilized on multi-lane highways.

**WORK LIMIT SIGNING**



**FLAGGER TRAFFIC CONTROL SIGN**

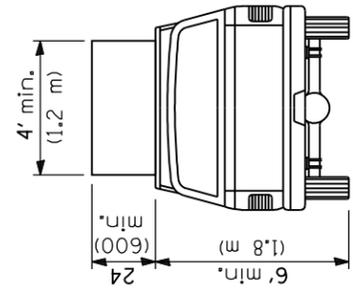
All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation	ISSUED	1-1-97
APPROVED January 1, 2009	ENGINEER OF OPERATIONS	
APPROVED January 1, 2009	ENGINEER OF DESIGN AND ENVIRONMENT	

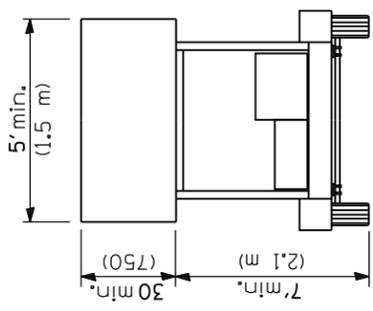
**TRAFFIC CONTROL DEVICES**

(Sheet 2 of 3)

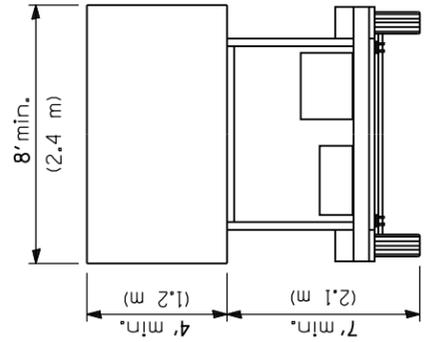
**STANDARD 701901-01**



**TYPE A**  
**ROOF**  
**MOUNTED**

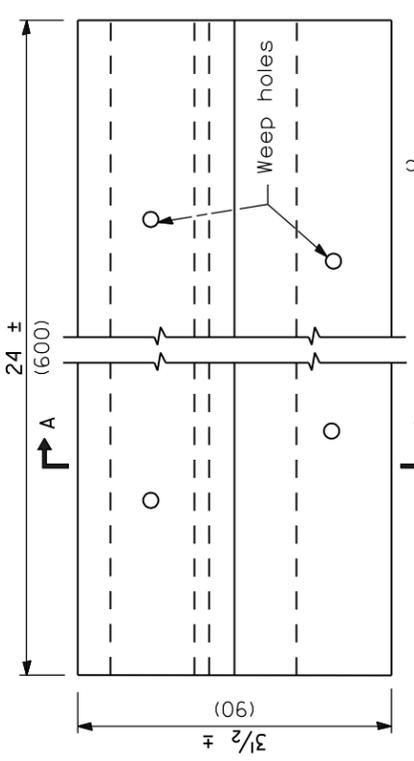


**TYPE B**  
**ROOF OR TRAILER**  
**MOUNTED**

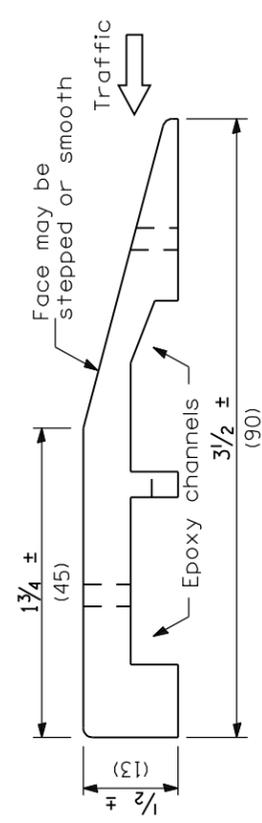


**TYPE C**  
**TRAILER**  
**MOUNTED**

**ARROW BOARDS**

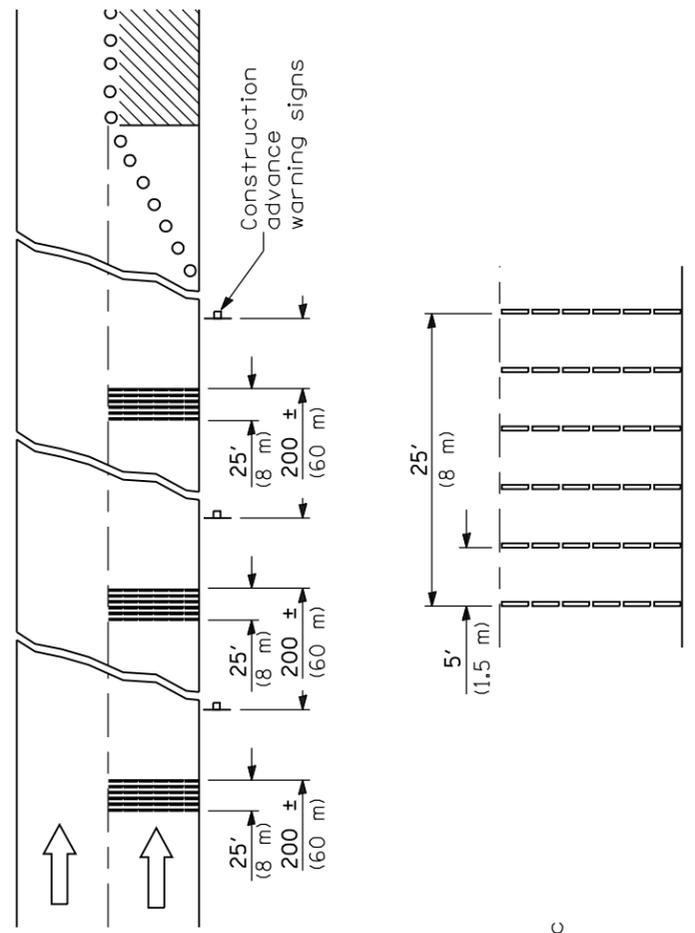


**PLAN**

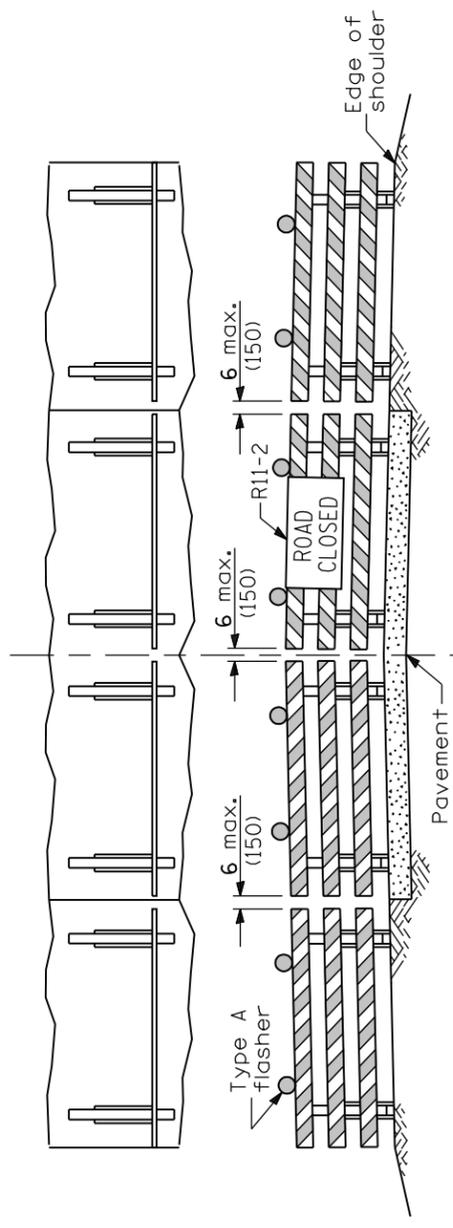


**SECTION A-A**

**TEMPORARY RUMBLE STRIPS**

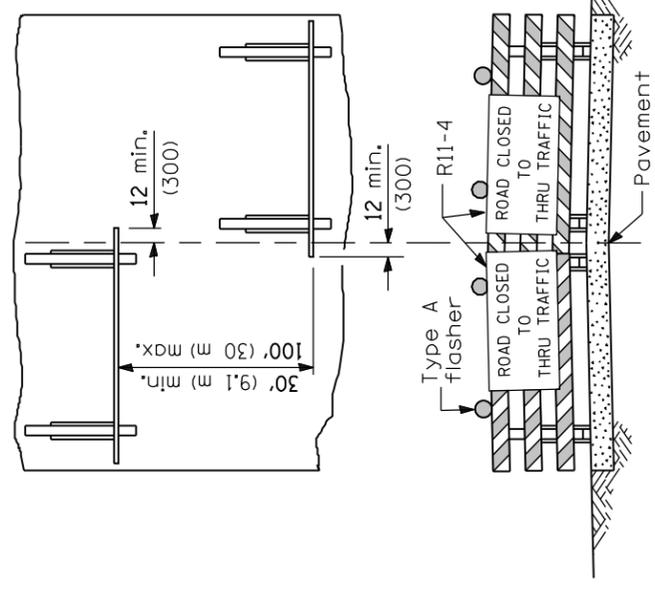


**TYPICAL INSTALLATION**



**ROAD CLOSED TO ALL TRAFFIC**

Reflectorized striping may be omitted on the back side of the barricades. If a Type III barricade with an attached sign panel which meets NCHRP 350 is not available, the sign may be mounted on an NCHRP 350 temporary sign support directly in front of the barricade.



**ROAD CLOSED TO THRU TRAFFIC**

Reflectorized striping shall appear on both sides of the barricades. If a Type III barricade with an attached sign panel which meets NCHRP 350 is not available, the signs may be mounted on NCHRP 350 temporary sign supports directly in front of the barricade.

**TYPICAL APPLICATIONS OF**  
**TYPE III BARRICADES CLOSING A ROAD**

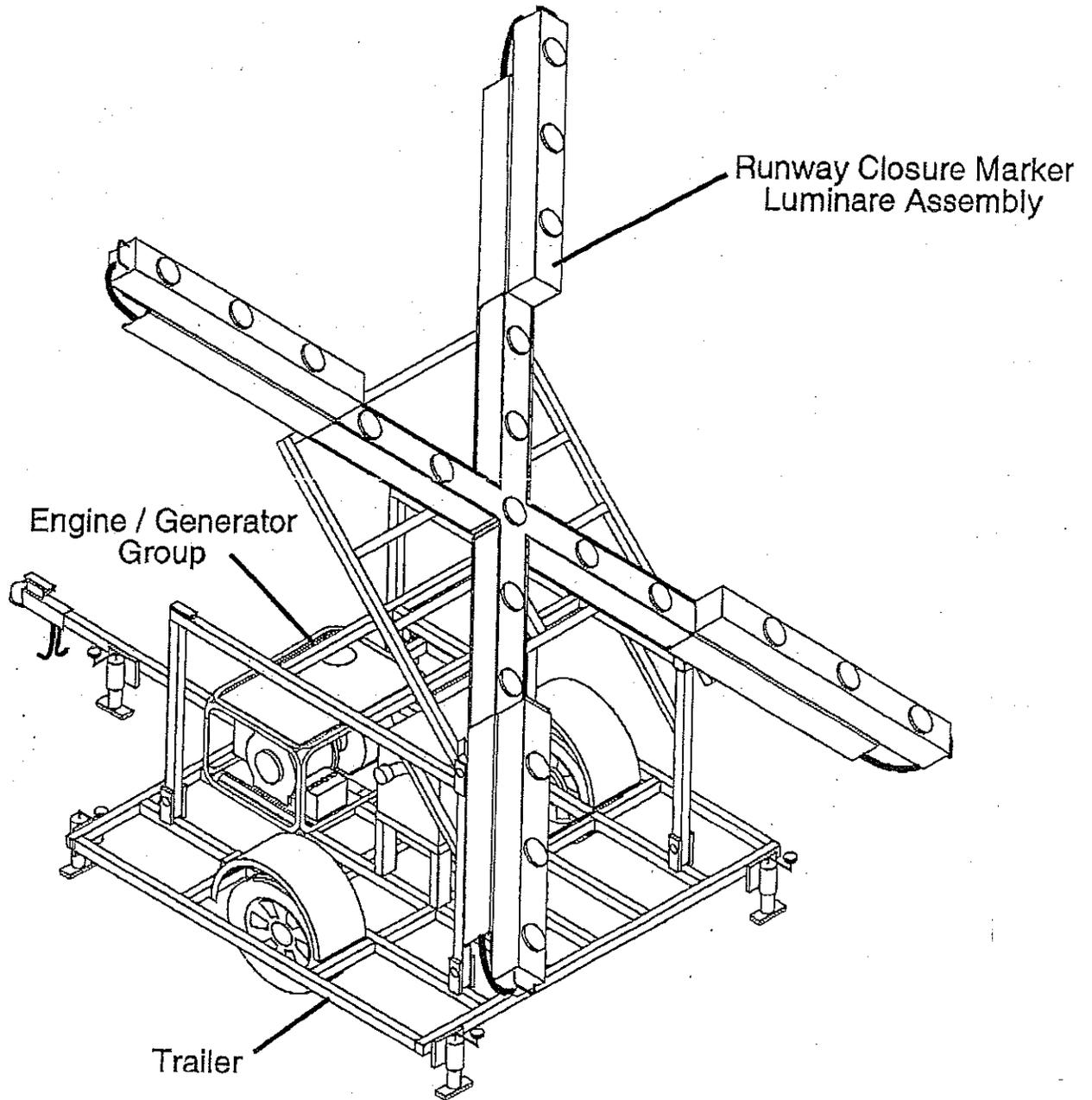
Illinois Department of Transportation		ISSUED	1-1-97
APPROVED	January 1, 2009		
ENGINEER OF OPERATIONS	<i>[Signature]</i>		
APPROVED	January 1, 2009		
ENGINEER OF DESIGN AND ENVIRONMENT	<i>[Signature]</i>		

**TRAFFIC CONTROL**  
**DEVICES**

(Sheet 3 of 3)

**STANDARD 701901-01**

All dimensions are in inches (millimeters) unless otherwise shown.



ITEM AR801617

LIGHTED RUNWAY CLOSURE MARKER

SPECIAL PROVISION FOR PROTECTION OF CABLES,  
CONTROLS, NAVAIDS AND WEATHER BUREAU FACILITIES

The Contractor is hereby informed that there are installed on the airport FAA NAVAIDS; including, without limitation, ASR, UHF and VHF Receivers and Transmitters; U.S. Weather Bureau facilities; electric cables and control relating to such NAVAIDS and facilities, and other electric power cables serving other facilities. Such NAVAIDS, Weather Bureau and other facilities and electric cables must be fully protected during the entire construction time. Work under this contract can be accomplished in the vicinity of these facilities and cables only at approved periods of time. Approval is subject to withdrawal at any time because of changes in the weather, emergency conditions on the existing airfield areas, anticipation of emergency conditions, and for any other reason determined by the Engineers acting under the orders and instructions of the airport management and/or the designated FAA representative. Any instructions to this Contractor to clear any given area, at any time, by the Engineers, the airport management, or the FAA control tower (by radio or other means) shall be immediately executed. Construction work will be commenced in the cleared area only when additional instructions are issued by the proper authorities.

The Contractor shall be responsible for contacting the appropriate agencies for locations. Power and control cables leading to and from any FAA NAVAIDS, Weather Bureau, and other facilities will then be marked in the field by those agencies for the information of the Contractor, before any work in their general vicinity is started. Thereafter, through the entire time of this construction they shall be protected from any possible damage, including crossing with unauthorized equipment, etc.

These special provisions intend to make perfectly clear the need for protection of FAA NAVAIDS, Weather Bureau, and other facilities and cables by this Contractor at all times.

The Contractor shall immediately repair, with identical material by skilled workmen, any underground cables serving FAA NAVAIDS, Weather Bureau and other airport facilities, which are damaged by his workmen, equipment, or work. Prior approval of the FAA must be obtained for the materials, workmen, time of day or night, method of repairs, and for any temporary or permanent repairs the Contractor proposes to make to any FAA NAVAIDS and facilities damaged by the Contractor. Prior approval of the Engineer or of the representative designated by the airport management must be obtained for the materials, workmen, time of day or night, and for the method of repairs for any temporary or permanent repairs the Contractor proposes to make to any other airport facilities and cables damaged by this Contractor. COSTS INCIDENTAL TO 108. CONTRACT UNIT PRICES.