LETTING DATE June 13, 2 ITEM NUMBER 3A	Proposal Submitted By Name Address City/State - 9 Digit Zip Code FEIN Number FAX Number
ED NOT RETURN THE ENTIRE PROPOSATION OF SEE INSTRUCTIONS Inside front cover.) BACK OF THE ENTIRE PROPOSATION OF THE ENTIR	TO PROSPECTIVE BIDDERS posal can be used for bidding purposes hose companies that request and receive written RIZATION TO BID from IDOT's Central Bureau of ction. STRUCTIONS ON THE INSIDE OF COVER) OSAL COVER SHEET Repartment of Transportation IN OF AERONAUTICS Lewis University (Chicago Romeoville) DESIGNATION Romeoville
COUNTY DI SILLINOIS PF FEDERAL F	ESIGNATION Will
ILLINOIS PF	ROJECT NO. LOT-3792
FEDERAL F	PROJECT NO. 3-17-0140-B42
Is the Option for Bituminous Mater Cost Adjustments Selected? Please See Pages 71 and 72 an Mark the Appropriate Box Below	PLEASE MARK THE APPROPRIATE BOX BELOW: A Bid Bond is included.

☐ Yes

☐ No

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

INSTRUCTIONS

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

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

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

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

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

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

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

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

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

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



for the improvement officially known as:

DE	\mathbf{O}	PO	S.	١T
11	w	LV	ונטי	3L

1.	Proposal of	I KOI OSAI

- (a) Lewis University (Chicago Romeoville) 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:

Extend Runway 2-20; Construct Taxiway Turnaround.

TO THE DEPARTMENT OF TRANSPORTATION

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

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

3. **COMPLETION TIME/LIQUIDATED DAMAGES**. It being understood and agreed that the completion within the time limit is an essential part of the contract, the bidder agrees to complete the work within 137 calendar days, unless additional time is granted by the Engineer in accordance with the provisions of the specifications. In case of failure to complete the work on or before the time named herein, or within such extra time as may have been allowed by extensions, the bidder agrees that the Department of Transportation shall withhold from such sum as may be due him/her under the terms of this contract, the costs, as set forth below, which costs shall be considered and treated not as a penalty but as damages due to the State from the bidder by reason of the failure of the bidder to complete the work within the time specified in the contract. The following Schedule of Deductions supersedes the table given in Section 60-09 of the Division's Standard Specifications for Construction of Airports.

Schedule of Deductions for Each Day of Overrun in Contract Time

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

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

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

	Amount	Prop of Bid Guar	osal <u>ranty</u>	:	Amount o	f Bid	Proposal <u>Guaranty</u>
Up to		\$5,000\$1	50	\$2,000,000	to	\$3,000,000	\$100,000
\$5,000	to	\$10,000\$3	00	\$3,000,000	to	\$5,000,000	\$150,000
\$10,000	to	\$50,000\$1,0	00	\$5,000,000	to	\$7,500,000	\$250,000
\$50,000	to	\$100,000\$3,0	00	\$7,500,000	to	\$10,000,000	\$400,000
\$100,000	to	\$150,000\$5,0	00	\$10,000,000	to	\$15,000,000	\$500,000
\$150,000	to	\$250,000\$7,5	00	\$15,000,000	to	\$20,000,000	\$600,000
\$250,000	to	\$500,000\$12,5	00	\$20,000,000	to	\$25,000,000	\$700,000
\$500,000	to	\$1,000,000\$25,0	00	\$25,000,000	to	\$30,000,000	\$800,000
\$1,000,000	to	\$1,500,000\$50,0	00	\$30,000,000	to	\$35,000,000	\$900,000
\$1,500,000	to	\$2,000,000\$75,0	00	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.

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.

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.

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		Combination B	id
No.	Sections Included in Combination	Dollars	Cents

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

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

STATE JOB #-

ILLINOIS DEPARTMENT OF TRANSPORTATION ECMS002 DTGECM03 ECMR003 PAGE SCHEDULE OF PRICES CONTRACT NUMBER - LE039

RUN DATE - 04/29/08 RUN TIME - 211730

COUNTY NAME CODE DIST	AIRPORT NAME	FED PROJECT	I ILL PROJECT T
WILL 197 01	LEWIS UNIVERSITY	3-17-0140-B42	LO-T -3792

***** BASE ****

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE DOLLARS CENTS	TOTAL PRICE DOLLARS CTS
AR108158	1/C #8 5 KV UG CABLE IN UD	L.F.	5,060.000 X		DOLLARS CIS
AR108652					<u> </u>
		L.F.			=
AR108656	3/C #6 600 V UG CABLE IN UD	L.F.	3,160.000 Å	(<u>:</u>
AR108960	REMOVE CABLE	L.F.	330.000 X	(<u>-</u>
AR110502	2-WAY CONCRETE ENCASED DUCT	L.F.	146.000 X	(=
AR110504	4-WAY CONCRETE ENCASED DUCT	L.F.	127.000 X	(=
AR110610	ELECTRICAL HANDHOLE	EACH	4.000 X	(=
AR125410	MITL-STAKE MOUNTED	EACH	27.000 X		 -
AR125415	MITL-BASE MOUNTED	EACH	9.000 X		 =
AR125442	TAXI GUIDANCE SIGN, 2 CHARACTER	EACH	1.000 X		 =
AR125443	TAXI GUIDANCE SIGN, 3 CHARACTER	EACH	2.000 X		 =
AR125444	TAXI GUIDANCE SIGN, 4 CHARACTER	EACH	1.000 X		 =
AR125505	MIRL, STAKE MOUNTED	EACH	11.000 X		
AR125510	MIRL, BASE MOUNTED	EACH	2.000 X		[
AR125525	HIRL, INPAVEMENT	EACH	1.000 X		

ILLINOIS DEPARTMENT OF TRANSPORTATION ECMS002 DTGECM03 ECMR003 PAGE SCHEDULE OF PRICES CONTRACT NUMBER - LE039 RUN TIME - 211730

RUN DATE - 04/29/08

ITEM	DAY TEN DECEMBER	UNIT OF		UNIT PRICE	TOTAL PRIC	Ē]
NUMBER_	PAY ITEM DESCRIPTION	MEASURE	QUANTITY	DOLLARS CENTS	DOLLARS	CTS
AR125931	REPLACE LIGHT LENSE	EACH	14.000	(=	
AR125962	RELOCATE BASE MOUNTED LIGHT	EACH	8.000	(= 	
AR125967	RELOCATE REILS	PAIR	1.000	(= 	
AR125968	RELOCATE PAPI	EACH	1.000	(
AR127961	RELOCATE LOCALIZER	L.S.	1.000	(=	
AR150510	ENGINEER'S FIELD OFFICE	L.S.	1.000	(
AR150560	TEMPORARY THRESHOLD	L.S.	1.000 X			
AR152410	UNCLASSIFIED EXCAVATION	C.Y.	10,050.000 X		==================================	
AR152441	ON-SITE BORROW	С.Ү.	6,650.000 X			
AR156510	SILT FENCE	L.F.	125.000 X		 =	
AR156520	INLET PROTECTION	EACH	5.000 X		=	
AR156544	RIPRAP-GRADATION NO. 4	S.Y.	200.000 X	:	 =	
AR208606	6" AGGREGATE BASE COURSE	S.Y.	325.000 X	:		
AR209606	CRUSHED AGG. BASE COURSE - 6"	S.Y.	24,100.000 X		- <i></i>	
AR501510	10" PCC PAVEMENT	S.Y.	23,565.000 X		 =	
l	· · · · · · · · · · · · · · · · · · ·					ll

ILLINOIS DEPARTMENT OF TRANSPORTATION ECMS002 DTGECM03 ECMR003 PAGE SCHEDULE OF PRICES CONTRACT NUMBER - LE039

RUN DATE - 04/29/08 RUN TIME - 211730

ITEM	DAY TEM DECORATION	UNIT OF		UNIT_PRICE	TOTAL PRICE
NUMBER	PAY ITEM DESCRIPTION	_ MEASURE _	QUANTITY	DOLLARS CEN	TS DOLLARS CTS
AR501530	PCC TEST BATCH	EACH	1.000	(i =
AR501540	PCC PAVEMENT GROOVING	S.Y.	12,450.000	(=
AR620525	PAVEMENT MARKING-BLACK BORDER	S.F.	6,670.000	(
AR620530	PAVEMENT MARKING-EPOXY	S.F.	23,960.000 X	(=
AR620590	TEMPORARY MARKING	S.F.	5,380.000 X	(=
AR620900	PAVEMENT MARKING REMOVAL	S.F.	21,290.000 X		=
AR701518	18" RCP, CLASS IV	L.F.	265.000 X		=
AR705412	POROUS BACKFILL NO. 2	C.Y.	70.000 X		
AR705506	6" PERFORATED UNDERDRAIN	L.F.	780.000 X		=
AR705640	UNDERDRAIN CLEANOUT	EACH	2.000 X		
AR705900	REMOVE UNDERDRAIN	L.F.	460.000 X		=
AR751411	INLET-TYPE A	EACH	1.000 X		=
AR752418	PRECAST REINFORCED CONC. FES 18"	EACH	1.000 X		
AR752518	GRATING FOR CONC. FES 18"	EACH	 1.000 X		·-
AR800932	RUNWAY CLOSURE MARKER-SET	EACH	1.000 X	-~	 =
					,

ILLINOIS DEPARTMENT OF TRANSPORTATION ECMS002 DTGECM03 ECMR003 PAGE SCHEDULE OF PRICES CONTRACT NUMBER - LE039

RUN DATE - 04/29/08 RUN TIME - 211730

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT_PRI DOLLARS	CE CENTS	TOTAL PRIC	
<u> </u>		· · -			ICENTS	DOLLARS	CTS
AR800933	TELEPHONE CABLE, DIRECT BURY	L.F.	1,470.000 X 1	(= 	
AR800937	CONSERVATION COVER	ACRE	8.900 X		<u> </u>		
AR800950	TAXI GUIDANCE SIGN, ON EXIS. BASE	EACH	1.000 X				
AR800968	VAPOR BARRIER	S.Y.	325.000 X				
AR901510	SEEDING	ACRE	11.300 X		 	:	
AR905510	TOPSOILING (FROM ON SITE)	С.Ү.	6,050.000 X			:	
AR908510	MULCHING	ACRE	20.200 X		 	:	
							

SUBTOTAL	BASE	\$

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

ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - LE039

ECMS002 DTGECM03 ECMR003 PAGE RUN DATE - 04/29/08 RUN TIME - 211730

TOTAL ALT 1

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

ITEM		UNIT OF	<u>"</u>	UNIT PRI		TOTAL PRICE		
NUMBER	PAY ITEM DESCRIPTION	<u>Measure</u> _	QUANTITY	DOLLARS	CENTS	DOLLARS	CTS	
AS156544	RIPRAP-GRADATION NO.4	S.Y.	320.000	 				
AS701008	8" PVC STORM SEWER	L.F.	235.000 >		=			
AS705620	UNDERDRAIN END SECTION	EACH	4.000 >	(=			
AS800987	PERFORATED RISER (10")	EACH	4.000 >	(
AS803013	EROSION MAT-DITCH BOTTOM	S.Y.	275.000	(=			
				SUBTOTAL A	Ĭ.	- LE039		
			Ι.	SUMMARY (L ALTERNATES DOLLARS	CTS	

NOTE:

*** PLEASE TURN PAGE FOR IMPORTANT NOTES ***

ILLINOIS DEPARTMENT OF TRANSPORTATION ECMS002 DTGECM03 ECMR003 PAGE SCHEDULE OF PRICES CONTRACT NUMBER - LE039

RUN DATE - 04/29/08 **RUN TIME - 211730**

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.

THE PRECEDING SCHEDULE OF PRICES MUST BE

COMPLETED AND RETURNED.

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

I. GENERAL

- **A.** Article 50 of the Illinois Procurement Code establishes the duty of all State chief procurement officers, State purchasing officers, and their designees to maximize the value of the expenditure of public moneys in procuring goods, services, and contracts for the State of Illinois and to act in a manner that maintains the integrity and public trust of State government. In discharging this duty, they are charged by law to use all available information, reasonable efforts, and reasonable actions to protect, safeguard, and maintain the procurement process of the State of Illinois.
- **B.** In order to comply with the provisions of Article 50 and to carry out the duty established therein, all bidders are to adhere to ethical standards established for the procurement process, and to make such assurances, disclosures and certifications required by law. By execution of the Proposal Signature Sheet, the bidder indicates that each of the mandated assurances has been read and understood, that each certification is made and understood, and that each disclosure requirement has been understood and completed.
- **C.** In addition to all other remedies provided by law, failure to comply with any assurance, failure to make any disclosure or the making of a false certification shall be grounds for termination of the contract and the suspension or debarment of the bidder.

II. ASSURANCES

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

B. Felons

1. The Illinois Procurement Code provides:

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

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

C. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

- (a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of state government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois, or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway authority.
- (b) Interests. It is unlawful for any firm, partnership, association or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.
- (c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.
- (d) Securities. Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.
- (e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.

The current salary of the Governor is \$150,700.00. Sixty percent of the salary is \$90,420.00.

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

D. Negotiations

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

- (a) It is unlawful for any person employed in or on a continual contractual relationship with any of the offices or agencies of State government to participate in contract negotiations on behalf of that office or agency with any firm, partnership, association, or corporation with whom that person has a contract for future employment or is negotiating concerning possible future employment.
- 2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-15, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

E. Inducements

1. The Illinois Procurement Code provides:

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

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

F. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

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

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

G. Reporting Anticompetitive Practices

1. The Illinois Procurement Code provides:

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

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

H. Confidentiality

1. The Illinois Procurement Code provides:

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

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

I. Insider Information

1. The Illinois Procurement Act provides:

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

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

III. CERTIFICATIONS

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

B. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

- (a) Prohibition. No person or business shall be awarded a contract or subcontract under this Code who:
 - (1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or
 - (2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.
- (b) Businesses. No business shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:
 - (1) the business has been finally adjudicated not guilty; or
 - (2) the business demonstrates to the governmental entity with which it seeks to contract, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.
- (c) Conduct on behalf of business. For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.
- (d) Certification. Every bid submitted to and contract executed by the State shall contain a certification by the contractor that the contractor is not barred from being awarded a contract or subcontract under this Section. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.
- 2. The bidder certifies that it is not barred from being awarded a contract under Section 50.5.

C. Educational Loan

- 1. Section 3 of the Educational Loan Default Act provides:
- § 3. No State agency shall contract with an individual for goods or services if that individual is in default, as defined in Section 2 of this Act, on an educational loan. Any contract used by any State agency shall include a statement certifying that the individual is not in default on an educational loan as provided in this Section.
- 2. The bidder, if an individual as opposed to a corporation, partnership or other form of business organization, certifies that the bidder is not in default on an educational loan as provided in Section 3 of the Act.

D. Bid-Rigging/Bid Rotating

- 1. Section 33E-11 of the Criminal Code of 1961 provides:
- § 33E-11. (a) Every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by the prime contractor that the prime contractor is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of this Article. The State and units of local government shall provide the appropriate forms for such certification.
- (b) A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

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

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

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

E. International Anti-Boycott

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

F. Drug Free Workplace

- 1. The Illinois "Drug Free Workplace Act" applies to this contract and it is necessary to comply with the provisions of the "Act" if the contractor is a corporation, partnership, or other entity (including a sole proprietorship) which has 25 or more employees.
- 2. The bidder certifies that if awarded a contract in excess of \$5,000 it will provide a drug free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the contractor's workplace; specifying the actions that will be taken against employees for violations of such prohibition; and notifying the employee that, as a condition of employment on such contract, the employee shall abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about the dangers of drug abuse in the workplace; the contractor's policy of maintaining a drug free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations.
- (c) Providing a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.
- (d) Notifying the Department within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of the conviction of an employee for a violation of any criminal drug statute occurring in the workplace.
- (e) Imposing or requiring, within 30 days after receiving notice from an employee of a conviction or actual notice of such a conviction, an appropriate personnel action, up to and including termination, or the satisfactory participation in a drug abuse assistance or rehabilitation program approved by a federal, state or local health, law enforcement or other appropriate agency.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the actions and efforts stated in this certification.

G. Debt Delinquency

1. The Illinois Procurement Code provides:

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

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

H. Sarbanes-Oxley Act of 2002

1. The Illinois Procurement Code provides:

Section 50-60(c).

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

I. Addenda

The contractor or bidder certifies that all relevant addenda have been incorporated in to this contract. Failure to do so may cause the bid to be declared unacceptable.

J. Section 42 of the Environmental Protection Act

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

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.

N/A	(Federal)	

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. Executive Order Number 1 (2007) Regarding Lobbying on Government Procurements

The bidder hereby warrants and certifies that they have complied and will comply with the requirements set forth in this Order. The requirements of this warrant and certification are a material part of the contract, and the contractor shall require this warrant and certification provision to be included in all approved subcontracts.

M. Disclosure of Business Operations in Iran

Public Act 95-0616 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 Act.

Failure to make the disclosure required by the Act 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.

N. PA 95-0635 SUBSTANCE ABUSE PREVENTION PROGRAM (SAPP)

Effective January 1, 2008

This Public Act requires that all contractors and subcontractors on Prevailing Wage Projects have a SAPP, meeting certain requirements, in place before starting work.

The as read low bidder is required to submit a correctly completed SAPP Certification Form BC 261 within seven (7) working days after the Letting. The Department will not accept a SAPP that does not meet the seven day submittal requirement and the bid will be declared not responsive. In the event the bid is declared not responsive due to failure to comply the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty, may deny authorization to bid the project if re-advertised for bids and may not allow the bidder to participate on subsequent Lettings.

Submittal and approval of the bidder's SAPP is a condition of award.

The SAPP is to be submitted to:

Department of Transportation Division of Aeronautics Attn: Chief Engineer 1 Langhorne Bond Drive Capital Airport Springfield, IL 62707-8415.

Telephone number (217) 785-8514 Telefax number (217) 785-4533

It is the bidder's responsibility to obtain confirmation of delivery.

The requirements of this Public Act are a material part of the contract, and the contractor shall require this provision to be included in all approved subcontracts. The contractor shall submit the correctly completed SAPP Certification Form BC 261 for each subcontractor with the Request for Approval of Subcontractor.

IV. DISCLOSURES

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

B. Financial Interests and Conflicts of Interest

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

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

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

2. <u>Disclosure Forms</u>. 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. <u>Disclosure Form Instructions</u>

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

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

CERTIFICATION STATEMENT

I have determined that the Form A disclosure information previously submincorporated by reference in this bid. Any necessary additional forms or an bid.	
(Bidding Compa	any)
Name of Authorized Representative (type or print)	Title of Authorized Representative (type or print)
Signature of Authorized Represe	entative Date

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

D.

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

1.	Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES NO
2.	Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than \$87,526.20? YES NO
3.	Does anyone in your organization receive more than \$87,526.20 of the bidding entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.) YES NO
4.	Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than \$87,526.20? YES NO
	(Note: Only one set of forms needs to be completed <u>per person per bid</u> even if a specific individual would require a yes answer to more than one question.)
bidding e authorize	answer to any of these questions requires the completion of Form A. The bidder must determine each individual in the bidding entity or the intity's parent company that would cause the questions to be answered "Yes". Each form must be signed and dated by a person that is d to execute contracts for your organization. Photocopied or stamped signatures are not acceptable . The person signing can be, but does to be, the person for which the form is being completed. The bidder is responsible for the accuracy of any information provided.
	wer to each of the above questions is "NO", then the <u>NOT APPLICABLE STATEMENT</u> on page 2 of Form A must be signed and dated by a at is authorized to execute contracts for your company.
bidding e	Identifying Other Contracts & Procurement Related Information Disclosure Form B must be completed for each bid submitted by the mentity. It must be signed by an individual who is authorized to execute contracts for the bidding entity. Note: Signing the NOT APPLICABLE ENT on Form A does not allow the bidder to ignore Form B. Form B must be completed, signed and dated or the bidder may be considered insive and the bid will not be accepted.
procurem	er shall identify, by checking Yes or No on Form B, whether it has any pending contracts (including leases), bids, proposals, or other ongoing tent relationship with any other (non-IDOT) State of Illinois agency. If "No" is checked, the bidder only needs to complete the signature box ttom of Form B. If "Yes" is checked, the bidder must do one of the following:
agency po attached and are n	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 ending contracts, leases, bids, proposals, and other ongoing procurement relationships. These items may be listed on Form B or on an sheet(s). Do not include IDOT contracts. Contracts with cities, counties, villages, etc. are not considered State of Illinois agency contracts of to be included. Contracts with other State of Illinois agencies such as the Department of Natural Resources or the Capital Development ast be included. Bidders who submit Affidavits of Availability are suggested to use Option II.
"See Affi Illinois ag	: 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 idavit of Availability" which indicates that the Affidavit of Availability is incorporated by reference and includes all non-IDOT State of gency pending contracts, leases, bids, proposals, and other ongoing procurement relationships. For any contracts that are not covered by the of Availability, the bidder must identify them on Form B or on an attached sheet(s). These might be such things as leases.
Bidders	Submitting More Than One Bid
	submitting multiple bids may submit one set of forms consisting of all required Form A disclosures and one Form B for use with all bids. dicate in the space provided below the bid item that contains the original disclosure forms and the bid items which incorporate the forms by .
	he bid submitted for letting item contains the Form A disclosures or Certification Statement and the Form B sclosures. The following letting items incorporate the said forms by reference:

RETURN WITH BID/OFFER

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

Contractor Name						
Legal Address						
City, State, Zip						
Telephone Number					Fax Number (if avail	lable)
enter into a contract with to Disclosure Form. This info	on contained in this Form is received State of Illinois must discommation shall become part of the tracts. A publicly traded confuctions. DISCLOSU	ose the financia ne publicly avail pany may subi	al information a able contract fil mit a 10K discl	nd potentia e. This For osure in sa	al conflict of interest inform A must be completed the tisfaction of the require	formation as specified in this for bids in excess of \$10,000
of ownership or distrib he Governor's salary f or each individual m	ncial Information. The putive income share in exas of 10/1/2000). (Make neeting these requirement (type or print information).	cess of 5%, copies of th	or an interest	which ha	as a value of more th	nan \$87,526.20 (60% o
NAME:						
ADDRESS _						
Type of owner	rship/distributable inco	me share:				
stock	sole proprietorship		partnershi	р	other: (explai	in on separate sheet):
% or \$ value o	of ownership/distributable	income shar	re: _			
conflict of interest rela	ential Conflicts of Interest ationships apply. If the a sloyment, currently or in	nswer to any	question is '	Yes", ple	ease attach additiona	al pages and describe.
(b) State emp	ployment of spouse, father 2 years.	r, mother, so	n, or daughte	er, includ		loyment for services in No
any unit of lo	tatus; the holding of electrical government authorizes trently or in the previous	ed by the Co				tutes of the State
(d) Relationsl son, or daugh	hip to anyone holding ele	ective office	currently or i	n the pre	vious 2 years; spous Yes	

RETURN WITH BID/OFFER

States of Amer statutes of the	office; the holding of any appointive government office of rica, or any unit of local government authorized by the Constate of Illinois, which office entitles the holder to compens	stitution of the State	e of Illinois or the
the discharge of	of that office currently or in the previous 3 years.	Yes	No
(f) Relationship	p to anyone holding appointive office currently or in the pre	evious 2 years; spoi	use, father,
, ,		Yes	No
(g) Employmen	nt, currently or in the previous 3 years, as or by any register	•	State government. No
(h) Relationshi son, or daughte	p to anyone who is or was a registered lobbyist in the previoer.		
		Yes	No
committee regi	ed employment, currently or in the previous 3 years, by any istered with the Secretary of State or any county clerk of the istered with either the Secretary of State or the Federal Boar	State of Illinois, ord of Elections.	r any political action
		Yes	No
2 years by any	p to anyone; spouse, father, mother, son, or daughter; who we registered election or re-election committee registered with Illinois, or any political action committee registered with eight of Elections.	the Secretary of S	tate or any county clerk of State or the
		Yes	No
	APPLICABLE STATEMENT	Γ	
This Disclosure Form	A is submitted on behalf of the INDIVIDUAL named o		
Completed by:			
Completed by:	Name of Authorized Representative (type or pr	rint)	
	Title of Authorized Representative (type or pr	int)	
Completed by:			
	Signature of Individual or Authorized Represent	tative	Date
	NOT APPLICABLE STATEME	ENT	
I have determined the completion of this Fo	at no individuals associated with this organization meet rm A.	the criteria that w	vould require the
This Disclosure Form	A is submitted on behalf of the CONTRACTOR listed	on the previous p	age.
	Name of Authorized Representative (type or pr	rint)	
	Title of Authorized Representative (type or pr	int)	
	Signature of Authorized Representative		Date

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RETURN WITH BID/OFFER

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Procurement Related Information Disclosure

Contractor Name		
Legal Address		
City, State, Zip		
Telephone Number		Fax Number (if available)
Disclosure of the information contained in the ILCS 500). This information shall become p bids in excess of \$10,000, and for all open-end	art of the publicly available contract	
DISCLOSURE OF OTHER COM	NTRACTS AND PROCUREMENT	RELATED INFORMATION
1. Identifying Other Contracts & Procurer pending contracts (including leases), bids, pro Illinois agency: Yes No If "No" is checked, the bidder only needs to contract the pending contracts of the pending contracts agency in the pending pendin	posals, or other ongoing procurement	relationship with any other State of
2. If "Yes" is checked. Identify each such relinformation such as bid or project number (att INSTRUCTIONS:		
THE FOLL	OWING STATEMENT MUST BE	SIGNED
Name of A	Authorized Representative (type or pr	int)
Title of A	authorized Representative (type or pri	nt)
Sign	ature of Authorized Representative	Date

SPECIAL NOTICE TO CONTRACTORS

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

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

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



PART I. IDENTIFICATION

Human Rights	
Bid Number:	Duration of Project:
Name of Bidder:	

PART II. WORKFORCE PROJECTION

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

the workforce to be a					TABL										TABLE			
		TOT	AL Wo	orkforc	e Project	ion for	Contra	ict	1					C			APLOYE!	ES
				MIN	ODITVI	EMDI (VEES			TD /	INIEES						SIGNED	
JOB	TOT	ΓAL	MINORITY EMPLOYEES *OTHER					TRAINEES APPREN- ON THE JOB				TO CONTRACT TOTAL MINOR				RITY		
CATEGORIES	EMPLO		BL/	ACK	HISPA	ANIC		NOR.	TIC			INEES		EMPLOYEES			EMPLOYEES	
	M	F	M	F	M	F	M	F	M	F	M	F		M	F	İ	M	F
OFFICIALS (MANAGERS)																		
SUPERVISORS																		
FOREMEN																		
CLERICAL																		
EQUIPMENT OPERATORS																		
MECHANICS																		
TRUCK DRIVERS																		
IRONWORKERS																		
CARPENTERS																		
CEMENT MASONS																		
ELECTRICIANS																		
PIPEFITTERS, PLUMBERS																		
PAINTERS																		
LABORERS, SEMI-SKILLED																		
LABORERS, UNSKILLED																		
TOTAL		_																

TABLE C								
TOTAL Training Projection for Contract								
EMPLOYEES	TO	ΓAL					ro*	HER
IN	EMPL	OYEES	BLA	ACK	HISP	ANIC	MIN	NOR.
TRAINING	M	F	M	F	M	F	M	F
APPRENTICES								
ON THE JOB								
TRAINEES								

^{*}Other minorities are defined as Asians (A) or Native Americans (N).

Please specify race of each employee shown in Other Minorities column.

Note: See instructions on page 2

FOR DEPARTMENT USE ONLY				

BC 1256 - Pg 1 (Rev. 3/98) IL 494-0454

PART II. WORKFORCE PROJECTION - continued

	included in "Total Employees" under Table A is the total number of new hires that would be employed in the event ne undersigned bidder is awarded this contract.
T re	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
0	ffice or base of operation is located.
	included in "Total Employees" under Table A is a projection of numbers of persons to be employed directly by the indersigned bidder as well as a projection of numbers of persons to be employed by subcontractors.
	he undersigned bidder estimates that (number) persons will be irectly employed by the prime contractor and that (number) persons will be mployed by subcontractors.
PART III	. AFFIRMATIVE ACTION PLAN
u ir co (g u	the undersigned bidder understands and agrees that in the event the foregoing minority and female employee tilization projection included under PART II is determined to be an underutilization of minority persons or women 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 tilization are corrected. Such Affirmative Action Plan will be subject to approval by the contracting agency and the Department of Human Rights .
SI	the undersigned bidder understands and agrees that the minority and female employee utilization projection abmitted herein, and the goals and timetable included under an Affirmative Action Plan if required, are deemed to e part of the contract specifications.
Company	Telephone Number
Address	
	NOTICE REGARDING SIGNATURE
	dder's signature on the Proposal Signature Sheet will constitute the signing of this form. The following signature needs to be completed only if revisions are required.
Signatu	re: Title: Date:
Instruction	ons: 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. BC-1256-Pg. 2 (Rev. 3/98)

<u>CERTIFICATIONS REQUIRED BY STATE AND/OR FEDERAL LAW</u>. 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. <u>Steel and manufactured products</u>. 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. <u>Components</u>. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.
 - 3. <u>Cost of Components</u>. 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)

D. BUY AMERICAN CERTIFICATE (JAN 1991)

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

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

PRODUCT	COUNTRY OF ORIGIN

E. NPDES CERTIFICATION

In accordance with the provisions of the Illinois Environmental Protection Act, the Illinois Pollution Control Board Rules and Regulations (35 Ill. Adm. Code, Subtitle C, Chapter I), and the Clean Water Act, and the regulations thereunder, this certification is required for all construction contracts that will result in the disturbance of 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 <u>each</u> 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).

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 13, 2008. 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:

Extend Runway 2-20; Construct Taxiway Turnaround.

- **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 <u>N/A</u> at the Lewis University (Chicago Romeoville) Airport administration building. For engineering information, contact Lindsay Hausman of Hanson Professional Services, Inc. at (630) 990-3800.
- **6. DISADVANTAGED BUSINESS POLICY.** The DBE goal for this contract is <u>7.0</u>%.
- 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 <u>April 18, 2008</u> and the Construction Plans dated <u>April 18, 2008</u> 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 <u>three years</u> 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, be written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- 2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- 3. If the termination is due to failure to fulfill the Contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- 4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
- 5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

- 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 137 calendar days.

- 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.

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					
	Dusiness Fuuress					
	Firm Name					
	Ву					
(IF A CO-PARTNERSHIP)	Business Address					
(ii ii ee iiiiiii dheiiii)		Name and Address of All Members of the Firm:				
	-					
	Corporate Name					
	D		Corporate Seal			
(IF A CORPORATION)	Attest		President			
,			Corporate Secretary			
						
	Name of Corporate Office	ers:				
	President	Corporate Secretary	Treasurer			
	NOTARY CERTIFICA	ATION				
STATE OF ILLINOIS,	ALL SIGNATURES MUST BE	E NOTARIZED				
COUNTY OF						
I,	, a Notary Public in and for said cou	nty, do hereby certify that				
	AND					
	(Insert names of individual(s) signing	g on behalf of bidder)				
	me to be the same persons whose names are in person and acknowledged that they sign					
act for the uses and purposes therei	n set forth.					
Given under my hand and notarial	seal this day	of	, A.D			
My commission expires			(Seal)			
		Notary F	Public			

Return with Bid



Division of Aeronautics Proposal Bid Bond

(Effective January 1, 2002)

Form D.E. (Rev. 12-2001)

		Item No. <u>3A</u> Letting Date: June 13, 2008
	Airport: <u>Lewis University (C</u> III. Proj. No. <u>LOT-3792</u> Fed. Proj. No. <u>3-17-0140-B4</u>	Chicago Romeoville) Airport
KNOW ALL MEN BY THESE PRESENTS. PRINCIPAL, and	,	
firmly bound unto the, hereinafter called the specified in Section 6, PROPOSAL GUARA	e SPONSOR, in the penal sum ANTEE of the Proposal Docum	, as SURETY are held and of 5 percent of the total bid price or of the amount ent, whichever is the lesser sum, well and truly to be paid heirs, executors, administrators, successors, and
	partment of Transportation, Div	NCIPAL has submitted a Bid Proposal to the SPONSOR rision of Aeronautics, for the improvement designated by ;
within the time and as specified in the Bidd approved by the AGENT, and if after the availability Bidding and Contract Documents including sufficient surety for the faithful performance prosecution thereof; or if, in the event of the contract and to give the specified bond, the between the amount in the Bid Proposal ar perform the work covered by said Proposal IN THE EVENT the SPONSOR acting through the forth in the preceding paragraph, then the demand therefor. If the SURETY does not the amount owed. The SURETY is liable to	ing and Contract Documents, sward, the PRINCIPAL shall enterevidence of insurance coverage of such contract and for prome a failure of the PRINCIPAL to me PRINCIPAL pays to the SPON and such larger amount for which I Document, then, this obligation ugh its AGENT determines the he SURETY shall pay the penamake full payment within such the SPONSOR and to the AGI	e Bid Proposal of the PRINCIPAL; and if PRINCIPAL shall ubmit the DBE Utilization Plan that is acceptable and er into a contract in accordance with the terms of the le's and providing such bond as specified with good and ot payment of labor and material furnished in the lake the required DBE submission or to enter into such ISOR the difference not to exceed the penalty hereof of the SPONSOR may contract with another party to in to be void; otherwise to remain in full force and effect. PRINCIPAL has failed to comply with any requirement as all sum to the SPONSOR within fifteen (15) days of written period of time, the AGENT may bring an action to collect expart.
in any litigation in which SPONSOR or AGE		
IN WITNESS WHEREOF, the said PRINCI		ů .
their respective officers this	day of	A.D., 20
PRINCIPAL	SU	JRETY
(Company Name)	(C	ompany Name)
By:(Signature & Title)	By	:
(Signature & Title)		(Signature of Attorney-in-Fact)
	Notary Certification for Princ	pal and Surety
State of Illinois)		
ı,	, a N	Notary Public in and for said County, do hereby certify that
(Insert names of individuals signi	and ng on behalf of PRINCIPAL & \$	SURETY)
	e me this day in person and ac	nes are subscribed to the foregoing instrument on behalf of knowledged respectively, that they signed and delivered ein set forth.
Given under my hand and notary seal th	isday of	A.D., 20
My commission expires		(Notary Public)
	lectronic bid bond has been exe	NCIPAL may file an Electronic Bid Bond. By signing below, ecuted and the PRINCIPAL and SURETY are firmly bound it 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 323 Illinois Department of Transportation 2300 South Dirksen Parkway Springfield, Illinois 62764

CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

NOTICE

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



CONTRACT REQUIREMENTS

- (1) <u>Airport Improvement Program projects</u>. 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) <u>Consent of Assignment</u>. 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) <u>Veterans Preference</u>. 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) <u>Withholding: Sponsor from Contractor</u>. 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) <u>FAA Inspection and Review</u>. 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) <u>Subcontracts</u>. The Contractor shall insert in each of his subcontracts the provisions contained in Paragraphs (1), (3), (6), and (7) above and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.
- (9) Contract Termination. A breach of Paragraph (6), (7), and (8) above may be grounds for termination of the contract.

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

- (a) Contract Provisions and Related Matters.
 - (1) Minimum Wages.

Revised 1/92

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provision of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraph 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (ii)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii)(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140).
- (ii)(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140).

- (ii)(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB control number 1215-0140).
- (2) Withholding. The Federal Aviation Administration shall upon its own action or written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

- (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such work, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office Management and Budget under OMB control numbers 1215-0140 and 1215-0017).
- (ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph 5.5(a)(3)(i) of Regulations, 29 CFR Part 5. This information may be submitted in any form desired.

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

- (ii)(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor, or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) That the payroll for the payroll period contains the information required to be maintained under paragraph 5.5(a)(3)(i) of Regulations, 29 CFR Part 5 and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed as specified in the applicable wage determination incorporated into the contract.
- (ii)(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (ii)(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees

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

- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ration permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contract will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.
- (6) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses contained in paragraph (a)(1) through (10) of this contract and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by an subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- (7) Contract determination: debarment. A breach of these contract clauses paragraphs (a)(1) through (10) and the 2nd clause (b)(1) through (5) below may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by referenced in this contract.
- (9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

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

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

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

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

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

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

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

- 1-10 DELIVERY OF PROPOSALS. Each proposal should be submitted in a special envelope furnished by the Department. The blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Department is used, it shall be of the same general size and shape and be similarly marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Department at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and place specified in the Notice to Bidders. Proposals received after the time for opening of bids will be returned to the bidder unopened.
- 1-11 WITHDRAWAL OF PROPOSALS. Permission will be given a bidder to withdraw a proposal if he makes his request in writing or by telegram before the time for opening proposals. If a proposal is withdrawn, the bidder will not be permitted to resubmit this proposal at the same letting. With the approval of the Engineer, a bidder may withdraw a proposal and substitute a new proposal prior to the time of opening bids.
- 1-12 PUBLIC OPENING OF PROPOSALS. Proposals will be opened and read publicly at the time and place specified in the Notice to Bidders. Bidders, their authorized agents, and other interested parties are invited to be present.
- 1-13 DISQUALIFICATION OF BIDDERS. A bidder shall be considered disqualified for any of the following reasons:
 - (a) Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
 - (b) Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner.
 - (c) If the bidder is considered to be in "default" for any reason specified in the Subsection 1-04 titled ISSUANCE OF PROPOSAL FORMS of this section.
- 1-14 WORKER'S COMPENSATION INSURANCE. Prior to the approval of his contract by the Division, the Contractor shall furnish to the Division certificates of insurance covering Worker's Compensation, or satisfactory evidence that this liability is otherwise taken care of in accordance with Section 4.(a) of the "Worker's Compensation Act of the State of Illinois" as amended.

SECTION 2

AWARD AND EXECUTION OF CONTRACT

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

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

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

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

2-02 AWARD OF CONTRACT. The award of contract will be made within 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 FAA has concurred in the Owner's recommendation to make such award and has approved the Owner's proposal contract to the extent that such concurrence and approval are required by Federal Regulations.

- 2-03 CANCELLATION OF AWARD. The Division reserves the right to cancel the award without liability to the bidder at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with the subsection titled APPROVAL OF CONTRACT of this section. The Division at the time of cancellation will return the proposal guaranty.
- 2-04 RETURN OF PROPOSAL GUARANTY. The proposal guaranties of all except the two lowest bidders will be returned promptly after the proposals have been checked, tabulated, and the relation of the proposals established. Proposal guaranties of the two lowest bidders will be returned as soon as the Construction Contract, Performance Bonds, and Payment Bonds of the successful bidder have been properly executed and approved.

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

- 2-05 REQUIREMENT OF PERFORMANCE AND PAYMENT BONDS. The successful bidder for a contract, at the time of the execution of the contract, shall deposit with the Division separate performance and payment bonds each for the full amount of the contract. The form of the bonds shall be that furnished by the Division, and the sureties shall be acceptable to the Division.
- 2-06 EXECUTION OF CONTRACT. The successful bidder shall sign (execute) the Contract and shall return the signed Contract to the Owner (Sponsor) for signature (execution) and subsequently return all copies to the Division. The fully executed surety bonds specified in the subsection title REQUIREMENTS OF PERFORMANCE AND PAYMENT BONDS of this section will be forwarded to the Division within 15 days of the date mailed or otherwise delivered to the successful bidder. If the Contract and Bonds are mailed, special handling is recommended.

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

- 2-07 APPROVAL OF CONTRACT. Upon receipt of the contract and bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the contract to the Division for approval and execution by the Division. Delivery of the fully executed contract to the Contractor shall constitute the Department's approval to be bound by the successful bidder's proposal and the terms of the contract.
- 2-08 FAILURE TO EXECUTE CONTRACT. If the contract is not executed by the Division within 15 days following receipt from the bidder of the properly executed contracts and bonds, the bidder shall have the right to withdraw his bid without penalty.

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

ILLINOIS DEPARTMENT OF TRANSPORTATION

DIVISION OF AERONAUTICS

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

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

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

APPENDIX A

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

AREA COVERED (STATEWIDE)

Goals for Women apply nationwide.

GOAL

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.

Goal

Economic Area

O56 Paducah, KY:

Non-SMSA Counties
IL - Hardin, Massac, Pope

KY - Ballard, Caldwell, Calloway, Carlisle, Crittenden,

Fulton, Graves, Hickman, Livingston, Lyon, McCracken, Marshall

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

APPENDIX B (CONTINUED)

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

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

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

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

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

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

41 CFR 60-1.7(a)

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

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

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

The SF 100 is available at the following address:

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

Phone (202) 663-4968

DISADVANTAGED BUSINESS POLICY

I. NOTICE

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

II. POLICY

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

III. OBLIGATION

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

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

IV. DBE/WBE CONTRACTOR FINANCE PROGRAM

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

V. BREACH OF CONTRACT

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

(Rev. 9/21/92)

State of Illinois Department of Transportation

SPECIAL PROVISION FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

- I. <u>FEDERAL OBLIGATION</u>: The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. This Special Provision will also be used by the Department to satisfy the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified by the Department in accordance with the requirements of 49 CFR part 26 and listed in the DBE Directory or most recent addendum.
- II. <u>CONTRACTOR ASSURANCE</u>: The Contractor makes the following assurance and agrees to include the assurance in each subcontract that the Contractor signs with a subcontractor:

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

- III. OVERALL GOAL SET FOR THE DEPARTMENT: As a requirement of compliance with 49 CFR part 26, the Department has set an overall goal for DBE participation in its federally assisted contracts. That goal is 22.7% of all federal-aid funds the Department will expend in its federally assisted contracts for the subject reporting fiscal year. The Department is required to make a good faith effort to achieve this goal. The dollar amount paid to all approved DBE firms performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.
- IV. CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR: This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. This determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 7.0% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set forth in this Special Provision:
 - A. The bidder documents that firmly committed DBE participation has been obtained to meet the goal; or
 - B. The bidder documents that a good faith effort has been made to meet the goal, even though the effort did not succeed in obtaining enough DBE participation to meet the goal.

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

- D. The contract will not be awarded until the Utilization Plan submitted by the bidder is approved. The Utilization Plan will be approved by the Department if the Plan commits sufficient commercially useful DBE work performance to meet the contract goal. The Utilization Plan will not be approved by the Department if the Plan does not commit sufficient DBE performance to meet the contract goal unless the bidder documents that it made a good faith effort to meet the goal. The good faith procedures of Section VIII of this special provision apply. If the Utilization Plan is not approved because it is deficient in a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no less than a five (5) working day period in order to cure the deficiency.
- VII. CALCULATING DBE PARTICIPATION: The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR part 26.55(c) on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR part 26.55, the provisions of which govern over the summary contained herein.
 - A. DBE as the Contractor: 100% goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE firm does not count toward the DBE goals.
 - B. DBE as a joint venture Contractor: 100% goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
 - C. DBE as a subcontractor: 100% goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontractor in turn subcontracts to a non-DBE firm does not count toward the DBE goal.
 - D. DBE as a trucker: 100% goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed and insured by the DBE must be used on the contact. Credit will be given for the full value of all such DBE trucks operated using DBE employed drivers. Goal credit will be limited to the value of the reasonable fee or commission received by the DBE if trucks are leased from a non-DBE company.
 - E. DBE as a material supplier:
 - 1. 60% goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
 - 2. 100% goal credit for the cost of materials or supplies obtained from a DBE manufacturer.
 - 3. 100% credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.
- VIII. GOOD FAITH EFFORT PROCEDURES: If the bidder cannot obtain sufficient DBE commitments to meet the contract goal, the bidder must document in the Utilization Plan the good faith efforts made in the attempt to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which could reasonably be expected to obtain sufficient DBE participation. The Department will consider the quality, quantity and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts are not good faith efforts; rather, the bidder is expected to have taken those efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

- A. The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.
 - Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or
 written notices) the interest of all certified DBE companies that have the capability to perform the work of the
 contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to
 the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking
 appropriate steps to follow up initial solicitations.
 - 2. Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - 3. Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - 4. (a) Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
 - (b) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.
 - 5. Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.
 - 6. Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
 - Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - 8. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- B. If the Department determines that the Contractor has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that a good faith effort has not been made, the Department will notify the bidder of that preliminary determination by contacting the responsible company official designated in the Utilization Plan. The preliminary determination shall include a statement of reasons why good faith efforts have not been found, and may include additional good faith efforts that the bidder could take. The notification will

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

- C. The bidder may request administrative reconsideration of a pre-final determination adverse to the bidder within the five (5) working days after the notification date of the determination by delivering the request to the Department of Transportation, Division of Aeronautics, 1 Langhorne Bond Drive, Capital Airport, Springfield, IL 62707-8415 (Telefax: 217-785-4533). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The pre-final determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal. In addition, the request shall be considered a consent by the bidder to extend the time for award. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten (10) working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid nonresponsive.
- IX. CONTRACT COMPLIANCE: Compliance with this Special Provision is an essential part of the contract. The Department is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward either the contract goal or the Department's overall goal until the amount to be applied toward the goals has been paid to the DBE. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan. After approval of the Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements become part of the contract. If the contractor did not succeed in obtaining enough DBE participation to achieve the advertised contract goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the amended contract goal.
 - A. No amendment to the Utilization Plan may be made without prior written approval from the Division of Aeronautics. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Division of Aeronautics, 1 Langhorne Bond Drive, Capital Airport, Springfield, IL 62707-8415. Telephone number (217) 785-8514. Telefax number (217) 785-4533.
 - B. All work indicated for performance by an approved DBE shall be performed, managed and supervised by the DBE executing the Participation Statement. The Contractor shall not terminate for convenience a DBE listed in the Utilization Plan and then perform the work of the terminated DBE with its own forces, those of an affiliate or those of another subcontractor, whether DBE or not, without first obtaining the written consent of the Bureau of Small Business Enterprises to amend the Utilization Plan. If a DBE listed in the Utilization Plan is terminated for reasons other than convenience, or fails to complete its work on the contract for any reason, the Contractor shall make good faith efforts to find another DBE to substitute for the terminated DBE. The good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, but only to the extent needed to meet the contract goal or the amended contract goal. The Contractor shall notify the Division of Aeronautics of any termination for reasons other than convenience, and shall obtain approval for inclusion of the substitute DBE in the Utilization Plan. If good faith efforts following a termination of a DBE for cause are not successful, the Contractor shall contact the Division and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Division will evaluate the good faith efforts in light of all circumstances surrounding the performance status of the contract, and determine whether the contract goal should be amended.

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

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

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

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

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

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

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.

<u>Certification Regarding Debarment, Suspension, and</u> 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

<u>Control of Materials</u>: 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.

BITUMINOUS MATERIALS COST ADJUSTMENTS (BDE) (RETURN FORM WITH BID)

Effective: December 1, 2006

<u>Description.</u> For projects with at least 1200 tons of work involving applicable bituminous materials, cost adjustments will be made to provide additional compensation to the Contractor, or credit to the Department, for fluctuations in the cost of bituminous materials when optioned by the Contractor. The adjustments shall apply to permanent and temporary hot-mix asphalt (HMA) mixtures, bituminous surface treatments (cover and seal coats), and pavement preservation type surface treatments. The adjustments shall not apply to bituminous prime coats, tack coats, crack filling/sealing, or joint filling/sealing.

The bidder shall indicate on the attached form whether or not this special provision will be part of the contract and submit the completed form with his/her bid. Failure to submit the form, or failure to fill out the form completely, shall make this contract exempt of bituminous materials cost adjustments.

Method of Adjustment. Bituminous materials cost adjustments will be computed as follows.

 $CA = (BPI_p - BPI_L \times (\%AC_v / 100) \times Q$

Where: CA = Cost Adjustment. \$.

BPI_p = Bituminous Price Index, as published by the Department @ http://www.dot.il.gov/desenv/asphaltpi.html for the month the work is performed, \$/ton.

BPI_L = Bituminous Price Index, as published by the Department @

http://www.dot.il.gov/desenv/asphaltpi.html for the month prior to the letting, \$/ton.

%AC_v = Percent of virgin Asphalt Cement in the Quantity being adjusted. For HMA mixtures, the % AC_v will be determined from the adjusted job mix formula. For bituminous materials applied, a performance graded or cutback asphalt will be considered to be 100% AC_v and

undiluted emulsified asphalt will be considered to be 65% AC_v.

Q = Authorized construction Quantity, tons (see below).

For HMA mixtures measured in square yards: Q, tons = A x D x (G_{mb} x 46.8) / 2000. When computing adjustments for full-depth HMA pavement, separate calculations will be made for the base, leveling and surface courses to account for their different G_{mb} and % AC_{v} .

For bituminous materials measured in gallons: Q, tons = V x 8.33 lb/gal x SG / 2000

Where: A = Area of the HMA mixture, sq yd.

D = Depth of the HMA mixture, in.

 G_{mb} = Average bulk specific gravity of the mixture, from the approved mix design.

V = Volume of the bituminous material, gal.

SG = Specific Gravity of bituminous material as shown on the bill of lading.

Basis of Payment. Bituminous materials cost adjustments may be positive or negative but will only be made when there is a difference between the BPI_L and BPIp in excess of five percent, as calculated by:

Percent Difference = {(BPI_L - BPI_D) ÷ BPI_L} x 100

Bituminous materials cost adjustments will be calculated for each calendar month in which applicable bituminous material is placed; and will be paid or deducted when all other contract requirements for the items of work are satisfied. The adjustments shall not apply during contract time subject to liquidated damages for completion of the entire contract.

Added 12/01/2006

Return With Bid

ILLINOIS DEPARTMENT OF TRANSPORTATION

OPTION FOR BITUMINOUS MATERIALS COST ADJUSTMENTS

The bidder shall submit this completed form with his/her bid. Failure to submit the form, or failure to fill out the form completely, shall make this contract exempt of bituminous materials cost adjustments. After award, this form, when submitted, shall become part of the contract.

Contract No.:	
Company Name:	
Contractor's Option:	
Is your company opting to include this special	provision as part of the contract?
Yes 🗆 No	
Signature:	Date:

Added 12/01/2006

Item No. 3A

LE039

SECTION III

SPECIAL PROVISIONS

CHICAGO-ROMEOVILLE AIRPORT (LOT) ROMEOVILLE, WILL COUNTY, ILLINOIS

EXTEND RUNWAY 2-20; CONSTRUCT TAXIWAY TURNAROUND

AIP PROJECT NO. 3-17-0140-B42 ILLINOIS PROJECT NO. LOT-3792

APRIL 18, 2008





INDEX OF SPECIAL PROVISIONS

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8	Section 30	Control of Work
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H	Section 50	Legal Relations and Responsibility to Public
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14	Item 108	Installation of Underground Cable for Airports
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27	ltem 125967	Relocate REILs
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60	ltem 156000	Erosion Control
62	Item 156540	Riprap
63	Item 208	Aggregate Base Course
65	Item 209	Crushed Aggregate Base Course
67	ltem 501002	Portland Cement Concrete Pavement - Method II
69	Item 501540	PCC Pavement Grooving
70	Item 605000	Silicone Joint Sealing Filler
71	Item 610	Structural Portland Cement Concrete
72	Item 620	Pavement Marking
73	Item 701	Pipe for Storm Sewers and Culverts
74	Item 705	Pipe Underdrains for Airports
80	Item 751	Manholes, Catch Basins, Inlets and Inspection Holes

SPECIAL PROVISIONS CHICAGO-ROMEOVILLE AIRPORT (LOT) EXTEND RUNWAY 2-20; CONSTRUCT TAXIWAY TURNAROUND

AIP PROJECT NO. 3-I7-0I40-B42 IDA PROJECT NO. LOT-3792

Page <u>Number</u>		<u>Description</u>
82	Item 752	Concrete Culverts, Headwalls and Miscellaneous Drainage Structures
84	Item 800932	Runway Closure Marker - Set
86	Item 800968	Vapor Barrier
88	Item 901	Seeding
93	Item 905	Topsoiling
95	Item 908	Mulching

GENERAL

These Special Provisions, together with applicable Standard Specifications, Supplemental Specifications, Recurring Special Provisions, Interim Revisions to the Supplemental Specifications and Recurring Special Provisions (adopted May 11, 2007), Policies and Memorandums, Rules and Regulations, Contract Requirements for Airport Improvement Projects, Payroll Requirements and Minimum Wage Rates, which are hereto attached or which by reference are herein incorporated, cover the requirements of the State of Illinois, Department of Transportation (IDOT), Division of Aeronautics (Division) for the following improvement project at Chicago-Romeoville Airport, Romeoville, Will County, Illinois:

Extend Runway 2-20; Construct Taxiway Turnaround

This Project is to Extend Runway 2-20 by 1,400 feet and Construct a Taxiway Turnaround at the north end of the extension at Chicago-Romeoville (Lewis University) Airport including, among other incidental work, the following Base Bid items:

- Placement of temporary soil erosion control measures.
- Construction of new and extension of existing storm sewer pipe system and underdrain pipe system.
- Construction of Runway 2-20 extension (1,400 feet long by 100 feet wide) and Taxiway Turnaround (50 feet wide plus fillets), PC Concrete composition.
- Pavement marking.
- Relocation of existing Localizer and DME Antennas and Equipment Shelter Building.
- Extension of existing medium intensity airfield lighting, including relocation of PAPI-4 and REIL lights.
- Topsoiling, seeding and mulching around new pavements.
- Seeding and mulching of a multi-tiered sedimentation basin.

As Additive Alternate No. I, installation of PVC storm sewer, perforated risers, underdrain end sections and riprap is to be added in the sedimentation basin.

GOVERNING SPECIFICATIONS AND RULES AND REGULATIONS

The <u>Standard Specifications for Construction of Airports</u>, Illinois Department of Transportation, Division of Aeronautics, adopted January, 1985, as revised, (Standard Specifications) shall govern the Project except as otherwise revised or noted: (1) in the <u>Supplemental Specifications and Recurring Special Provisions</u>, Illinois Department of Transportation, Division of Aeronautics, adopted July 1, 2004 (Supplemental Specifications and Recurring Special Provisions), (2) in the <u>Interim Revisions to the Supplemental Specifications and Recurring Special Provisions</u>, Illinois Department of Transportation, Division of Aeronautics, adopted May 11, 2007 (interim Revisions), and (3) in these Special Provisions dated April 18, 2008. All references to IDOT Specifications refer to <u>Standard Specifications for Road and Bridge Construction</u>, Illinois Department of Transportation, adopted January 1, 2007, as revised. Resolution of conflicts with any part or parts of said Specifications shall be in accordance with these Special Provisions, Section 30-03.

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ILLINOIS DEPARTMENT OF TRANSPORTATION, DIVISION OF AERONAUTICS SUPPLEMENTAL SPECIFICATIONS, RECURRING SPECIAL PROVISIONS & POLICY MEMORANDUMS

The Illinois Department of Transportation, Division of Aeronautics has implemented <u>Supplemental Specifications</u> and <u>Recurring Special Provisions</u>, adopted July 1, 2004, Policies, Memorandums and Worksheets that govern all or a part of this Project. The Supplemental Specifications, Recurring Special Provisions, including the <u>Interim Revisions to the Supplemental Specifications and Recurring Special Provisions</u> (adopted May 11, 2007), Policies, Memorandums and Worksheets that are incorporated into this Project by reference are listed below. Also provided is a notation as to whether all or a portion of each applicable Supplemental Specification, Recurring Special Provision, Policy, Memorandum and Worksheet has been modified by these Special Provisions.

Supplemental Specifications

<u>Section/Item</u>	<u>Title</u>	Modified by Special Provisions
10	Definition of Terms	No
20	Scope of Work	Yes
30	Control of Work	Yes
40	Control of Materials	Yes
50	Legal Relations and Responsibility to Public	No
60	Prosecution and Progress	No
70	Measurement and Payment	No
108	Installation of Underground Cable for Airports	Yes
110	Installation of Airport Underground Electrical Duct	Yes
125	Installation of Airport Lighting Systems	Yes
152	Excavation and Embankment	Yes
208	Aggregate Base Course	Yes
209	Crushed Aggregate Base Course	Yes
610	Structural Portland Cement Concrete	No
620	Pavement Marking	Yes
701	Pipe for Storm Sewers and Culverts	Yes
751	Manholes, Catch Basins, Inlets and Inspection Holes	Yes
752	Concrete Culverts, Headwalls and Miscellaneous Drainage Structures	Yes
901	Seeding	Yes
908	Mulching	Yes

Recurring Special Provisions

Section/Item	<u>Title</u>	Modified by Special Provisions
156000	Erosion Control	Yes
156540	Riprap	Yes
501002	Portland Cement Concrete Pavement - Method II (Over 1,500 and up to 15,000 Cubic Yards)	Yes
501540	PCC Pavement Grooving	No
605000	Silicone Joint Sealing Filler	No

Policies

<u>No.</u>	<u>Title</u>	Modified by Special Provisions
07-21	Acceptance Procedure for Finely Divided Minerals Used in Portland Cement Concrete and Other Applications	No
87-3	Mix Design, Test Batch, Quality Control, and Acceptance Testing of PCC Pavement Mixtures	No
90-1	Resampling and Retesting of PCC Pavement	No
95-1	Field Test Procedures for Mixer Performance and Concrete Uniformity Tests	No
96-1	Item 610, Structural Portland Cement Concrete: Job Mix Formula Approval and Production Testing	No
97-2	Pavement Marking Paint Acceptance	No
2001-1	Requirements for Cold Weather Concreting	No

Memorandums and Worksheets

<u>Title</u>	Modified by Special Provisions
Concrete Quality Control Plan Template	No
Concrete Quality Control Responsibilities	No
Cold Weather Concreting Plan	No



DIVISION I - GENERAL PROVISIONS

SECTION 10

DEFINITION OF TERMS

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

SECTION 20

SCOPE OF WORK

Revise Section 20 of the Standard Specifications and Supplemental Specifications as follows:

<u>20-05</u> <u>MAINTENANCE OF TRAFFIC</u>. Add the following paragraphs:

"A Construction Staging Plan detailing the sequencing of the Contractor's Work throughout the Project is included in the Plans. The Contractor shall provide his written acceptance of the Construction Staging Plan at the Pre-construction Conference. Any and all changes to the Construction Staging Plan that may be requested by the Contractor must be approved by the Project Engineer and the Airport Owner. It shall be the Contractor's responsibility to provide sufficient advance notice of any proposed staging change to permit consideration and approval by the Project Engineer and the Airport Owner. The Contractor shall not be entitled to any extra compensation nor extension to the Contract time because of a staging change request nor for any time necessary in receiving the required approvals.

"At the Pre-construction Conference, the Contractor shall provide a Contractor Coordination Plan that coordinates his Work in each sequence with the work of his Subcontractors and the work of other contractors of other Airport projects.

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

- All employees of the Contractor shall park their personal vehicles in the designated equipment parking and storage area. The Contractor will transport the workers from the parking areas to the work area. Only Contractor vehicles will be allowed outside of the proposed equipment storage and parking areas.
- The Contractor will be required to be in contact with Airport Operations. This will keep the Contractor in contact with Airport personnel and enable the Airport personnel to immediately contact the Contractor in case of an aeronautical emergency that would require action by the Contractor and/or his personnel.

"Failure to use these prescribed procedures or adhere to the safety requirements will result in the suspension of work.

"The Contractor shall remain within the Construction Limits Line shown in the Plans. When outside these limits, all Contractor activities shall remain more than 200 feet from the runway centerline and 1,000 feet from the runway end. For work near taxiways and aprons, the Contractor's personnel and equipment must remain at least 65.5 feet from active taxiways and 44.5 feet from active T-hangar taxilanes, and ten (10) feet from active aprons. When construction operations must be conducted within these separations, the pavement must be closed to aircraft activity by the Contractor by providing temporary barricades as shown in the Plans, and in the case of runway pavements, closed runway markers.

"The Project will require the placement of runway closure markers. To minimize disruption to aircraft operations associated with the runway closure, construction work must be completed expeditiously. Runway closings shall only be permitted by prior authorization of the Resident Engineer and the Airport Owner.

"The Airport Owner will de-energize airport/runway NAVAIDs, and airfield lighting power and control circuits when the runway is closed.

"The Contractor will furnish, install, operate, maintain and remove pre-manufactured, vinyl runway closure markers as specified in the Plans, including the Construction Staging Plan, and these Special Provisions, to be paid under Item AR800932. It will be the Contractor's responsibility to install, relocate and maintain runway closure markers at the locations shown in the Plans, and as directed by the Resident Engineer and Airport Owner. The cost of placing and relocating these items, and their operation and maintenance, is to be incidental to Item AR800932.

"Contractor's equipment shall extend no higher than 25 feet.

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

"Open trenches, excavations and stockpiled material at the construction site shall be delineated with the use of barricades during hours of restricted visibility and/or darkness. No open trenches shall be allowed within the Runway Safety Area (RSA) or the Taxiway Safety Area (TSA) over night. The RSA is defined as 250 feet from the runway centerline and 1,000 feet from the end of the runway. The TSA is measured at 65.5 feet from the taxiway centerline. The Contractor will have steel plates on-site to allow for the rapid covering of trenches in the event of unexpected work stoppages for weather or airport emergencies.

"The Contractor must notify the Resident Engineer and the Airport Owner seven (7) days in advance of any required partial or complete closing of any runway, taxiway or apron. The date, time and scheduled duration of the closing must be approved by the Resident Engineer and the Airport Owner. The Contractor shall notify the Resident Engineer and Airport Owner 72 hours in advance of the Contractor's closing of other active roadways, airfield or roadway lighting circuits, or other Airport facilities."

SECTION 30

CONTROL OF WORK

Revise Section 30 of the Standard Specifications and Supplemental Specifications as follows:

30-08 <u>AUTHORITY AND DUTIES OF THE RESIDENT ENGINEER</u>. Revise this Section as follows:

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

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

<u>30-09</u> <u>DUTIES OF THE INSPECTOR</u>. Revise this Section to read as follows:

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

30-10 INSPECTION OF THE WORK. Revise the third paragraph to read as follows:

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

30-12 LOAD RESTRICTIONS. Add the following:

"Contractor's use of the existing airfield and roadway pavements by equipment and loaded trucks shall be minimized. The Contractor shall utilize the access ways shown on the Plans or as approved by the Airport Owner and the Resident Engineer. The Contractor shall erect and maintain, at no cost to the Contract, directional and informational signs for the Contractor's access routes as noted on the Plans or as directed by the Resident Engineer. Any damage to existing Airport pavements shall be repaired by the Contractor at his own expense and to the satisfaction of the Airport Owner and the Resident Engineer.

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

April 18, 2008

SECTION 40

CONTROL OF MATERIALS

Revise Section 40 of the Standard Specifications and Supplemental Specifications as follows:

40-05 RESIDENT ENGINEER'S FIELD OFFICE. Add the following:

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

SECTION 50

LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

The Work shall be provided in accordance with Section 50 of the Standard Specifications and Supplemental Specifications.

SECTION 60

PROSECUTION AND PROGRESS

The Work shall be provided in accordance with Section 60 of the Standard Specifications and Supplemental Specifications.

SECTION 70

MEASUREMENT AND PAYMENT

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

April 18, 2008

ITEM 108

INSTALLATION OF UNDERGROUND CABLE FOR AIRPORTS

Revise Item 108 of the Standard Specifications and Supplemental Specifications as follows:

<u>108-1.1</u> <u>DESCRIPTION</u>. Delete the last sentence of the Standard Specifications.

Insert the following as the first paragraph of this Section:

"This item of work shall consist of the installation (plowing, trenching, or directional boring) of cables for the runway and/or taxiway edge lighting, feeder cable for the Runway 2 Localizer/DME Systems Shelter and the feeder and branch circuit cables for the REILs and PAPI systems on Runway 20, at the locations shown on the Plans and in accordance with these Specifications. This item shall also include the installation of telephone communications cable for the Runway 2 Localizer/DME Systems Shelter. This item shall include "cable in unit duct" where noted on the Plans and specified herein. This item also includes the removal of all existing cable, cable in duct and cable in unit duct located under future pavements, as shown in the Plans."

MATERIALS

108-2.1 GENERAL. Add the following.

"All cable shall be FAA approved for installed application."

108-2.2 CABLE. Revise this Section to read as follows:

"L-824 Cable - L-824 cable shall be FAA L-824, Type C and shall conform to the requirements of FAA Advisory Circular 150/5345 7E, (or latest edition) "SPECIFICATIONS FOR L-824 UNDERGROUND ELECTRICAL CABLE FOR AIRPORT LIGHTING CIRCUITS". L-824 cable shall be FAA approved and listed in the current AC 150/5345-53C, AIRPORT LIGHTING EQUIPMENT CERTIFICATION PROGRAM Appendix 3 Addendum. Circuits for use with constant current regulator outputs (runway or taxiway lighting circuits) shall use 5000-Volt rated cable. Circuits for voltage applications of 600-Volts or less shall use 600-Volt or 5000-Volt rated cable.

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

"6-Pair #19 AWG Telephone Communication Cable - Cable shall comply with ANSI/ICEA S-84-608-2002 and RUS 7 CFR 1755.390 (PE-39). Cable shall be 6-pair, #19 AWG solid annealed copper telephone communications cable, gopher resistant, jelly filled to resist moisture entry and to inhibit corrosion, suitable for direct burial and for use in duct, Superior Essex GOPIC-F Series, Part Number 04-026-27, or approved equal. If the Contractor intends to use the plowing method of installation, the cable must be rated by the manufacturer for this type of installation using the Contractor's proposed type of equipment.

"THWN Wire - Cable shall comply with Underwriters' Laboratories Standard UL-83 and Federal Specification A-A-59544. Conductor shall be soft annealed, uncoated copper and shall comply with ASTM B3 and B8. Insulation shall be rated for 600-Volts. Insulation shall be polyvinyl-chloride conforming to Underwriters' Laboratories requirements for Type THW. The outer covering shall be nylon conforming to Underwriters' Laboratories for type THHN or THWN. Cable shall be UL-listed and marked THWN. Power and control wiring shall be Superior Essex or Southwire Company Type THWN, or approved equal.

"XHHW Wire - Cable shall comply with UL Standard 44, ICEAS-95-658/NEMAWC70, and Federal Specification A-A-59544. Conductors shall be Class B-stranded, annealed, uncoated copper per UL Standard 44. Insulation shall be rated for 600-Volts. Insulation shall be cross-linked polyethylene complying with the physical and electrical requirements of UL Standard 44 for Type XHHW-2. Cable shall be UL-listed and marked XHHW-2. Service conductors shall be Service Wire Company or Southwire Company, Type XHHW-2, or approved equal.

"Item AR108158, I/C #8 5KV UG Cable in UD shall be one conductor No. 8, 5,000-Volt, FAA L-824, Type C, stranded, in unit duct (3/4-inch).

"Item AR I 08652, 3/C #2 600 V UG Cable In UD shall consist of 3-1/C #2 AWG, XLP-USE, 600 volt cable in unit duct (1.5-inch or sized larger as required per NEC). Conductor insulation for 480 VAC, single phase, 2-wire with ground circuits shall be color-coded: Phase A - Black with Brown tape at all points of access, Grounded Conductor or Neutral - Gray or White, and Ground - Green.

"Item AR 108656, 3/C #6 600 V UG Cable In UD shall consist of 3-1/C #6 AWG, XLP-USE, 600 volt cable in unit duct (1.25-inch or sized larger as required per NEC). Conductor insulation for 240 VAC, single phase, 2-wire with ground circuits shall be color-coded: Phase A - Black, Phase B - Red, and Ground - Green.

"Item AR800933 Telephone Cable, Direct Bury shall consist of 6-Pair #19 AWG Telephone Communication Cable.

"All other wiring associated with the relocation of the Localizer, DME, and Localizer /DME shelter building shall be the type and size as shown on the Plans and/or as specified herein and shall be considered incidental to Item AR127961.

"All other wiring associated with the relocation of the REILs shall be the type and size as shown on the Plans and/or as specified herein and shall be considered incidental to Item AR125967 Relocate REILs - per pair.

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"All other wiring associated with the relocation of the PAPI Systems shall be the type and size as shown on the Plans and/or as specified herein and shall be considered incidental to Item AR125968 Relocate PAPI - per each."

108-2.4 CABLE CONNECTIONS. Add the following to this Section:

"The cost of furnishing and installing all cable connections as specified herein shall not be paid for separately but shall be included in the cost of the cable.

"All below grade splices shall be installed in handholes, manholes, or splice cans. Splice cans shall be L-867, Class I, Size B (12 inch diameter), 24 inch deep with ½ inch thick steel cover. Larger size splice cans shall be provided, as applicable, for specific equipment applications or manufacturer's recommendations, and/or where detailed on the Plans. Splice cans located in areas subject to heavy aircraft or vehicle loading shall be L-868 type. The Engineer shall approve all splice locations before work commences. The furnishing and installing of splice cans for new homerun cables shall be incidental to the respective cable pay item, and no additional compensation will be allowed.

"Splices of telephone communications cable circuits shall be made in handholes. Splices for 6-Pair #19 AWG gopher resistant, jelly filled telephone communication cables shall be suitable for direct burial application and designed to keep moisture out. Splice kits shall include shield connector, encapsulating compound, and all components required to make a complete and operational system. Splices for 6-pair, #19 AWG, copper telephone communication cable shall be 3M TelComm Products Division Scotchlok UR Connectors with Scotchcast 89 Series, PIC Encapsulating Closure Kits (Reenterable), Product Number 8982-07, or approved equal. Wire pair connectors shall be 3M TelComm Products Division Scotchlok®, butt-type, wet conditions, Product Number UY2, or equal. All connections shall be made in the manner and with the type/model of tools recommended by the manufacturer. Splices shall be installed in accordance with the manufacturer's directions for the respective application. One (1) foot of slack shall be provided on each side of the splice before placing in the splice can to allow for future splicing and maintenance."

108-2.6 UNIT DUCT. Add the following:

"Standard sizes of smooth wall polyethylene duct shall conform to the dimensional requirements specified below:

	Nominal	Nominal	Nominal	
Nominal	Inside	Standard	Outside	
Duct Size	Diameter	<u>Wali</u>	Diameter *	
3/4"	0.910"	0.070"	1.050"	
1"	1.145"	0.085"	1.315"	
I-I/4"	1.440"	0.110"	1.660"	
- /2"	I.650"	0.125"	1.900"	

Dimensions include allowance for duct eccentricity."

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108-2.9 LINE MARKING TAPE. Add the following to the first paragraph in the Supplemental Specifications:

"Tape for telephone cable shall be "Orange"".

CONSTRUCTION REQUIREMENTS

<u>108-3.1</u> <u>GENERAL</u>. Add the following to this Section:

"At base-mounted lights or splice cans, the unit duct will be inserted at least 3 inches inside each of the respective base/splice can conduit extensions, and then the end of the conduit will be sealed using a heat shrink connection.

"Contractor shall coordinate work and any power outages with the Airport Manager and the Resident Engineer. Any shutdown of existing systems shall be scheduled with and approved by the Airport Manager prior to shutdown. Once shut down, the circuits shall be labeled as such to prevent accidental energizing of the respective circuits. All personnel shall follow U.S. Department of Labor Occupational Safety & Health Administration (OSHA) 29 CFR Part 1910 Occupational Safety and Health Standards for electrical safety and lockout/tagout procedures including, but not limited to, 29 CFR Section 1910.147 The Control of Hazardous Energy (lockout/tagout).

"All changes to the airfield lighting system shall be documented by the Contractor and provided to the Resident Engineer."

<u>108-3.2</u> <u>INSTALLATION IN DUCT OR CONDUIT</u>. Add the following to this Section:

"The unit duct will be run continuous through all ducts and conduits unless noted otherwise on the Plans for a specific application."

108-3.4 INSTALLATION IN TRENCHES. Add the following to this Section:

"Any and all trenches and disturbed areas will be backfilled to a smooth grade to the satisfaction of the Resident Engineer. All trench settlement shall be corrected for a period of one year. Restoration, grading, and seeding of areas disturbed during the installation of the proposed cable will be incidental to the respective 108 Pay Item."

108-3.7 <u>CABLE MARKERS</u>. Add the following as the first sentence:

"Cable, cable in duct, and cable in unit duct installed under this item shall be marked with concrete cable markers as specified in these Specifications."

Add the following to the first paragraph:

"Telephone cable shall be marked with markers with the lettering "TELE"."

Add:

108-3-14 REMOVE CABLE. The Contractor shall locate and remove all existing cable, cable in duct and cable in unit duct located under pavements to be constructed in this Work. The cable, cable in duct and/or cable in unit duct shall be cut 3 feet from the pavement edge. Open duct or unit duct shall be sealed with duct seal. All material shall be completely removed and the trench backfilled in accordance with ltem 152, except this embankment shall not be measured separately but shall be incidental to the Contract unit price for Remove Cable.

Add:

SEPARATION OF HIGH-VOLTAGE AND LOW-VOLTAGE WIRING. Low-voltage wiring shall maintain separation from high-voltage wiring. Low-voltage wiring and high-voltage wiring shall not be installed in the same raceway, duct, handhole, manhole, or junction box.

METHOD OF MEASUREMENT

108-4.1 METHOD OF MEASUREMENT. Add the following:

"Telephone Cable shall be the linear foot of cable installed and accepted by the Resident Engineer in accordance with these Specifications.

"Remove Cable shall be the linear foot of cable marked by the Resident Engineer for removal and removed by the Contractor, measured in place prior to its removal. Backfill of trenches from the removal shall not be measured separately for payment. Payment for removal outside of the marked limits shall not be paid.

"Cable markers shall not be measured separately for payment but shall be incidental to the Contract unit price for cable."

BASIS OF PAYMENT

108-5.1 Add the following:

"If, upon delivery and incorporation of any materials, the Contractor has failed to provide the necessary submittals as required by Sections 30-18, 40-01, 40-03 and 40-11 of the Standard Specifications, Supplemental Specifications and Special Provisions, the pay item shall not be included on the Contractor Progress Payment report until such submittals have been furnished.

"Payment will be made under:

"ltem AR 108 158	I/C #8 5KV UG Cable in UD - per linear foot.
Item AR 108652	3/C #2 600V UG Cable in UD - per linear foot.
Item AR108656	3/C #6 600V UG Cable in UD - per linear foot.
Item AR108960	Remove Cable - per linear foot.
Item AR800933	Telephone Cable, Direct Bury - per linear foot."

<u>ITEM 110</u>

INSTALLATION OF AIRPORT UNDERGROUND ELECTRICAL DUCT

Revise Item 110 of the Standard Specifications and Supplemental Specifications as follows:

110-1.1 DESCRIPTION. Add the following:

"This item shall consist of the construction of 2-way and 4-way concrete encased duct at the locations shown on the Plans. Duct for constructing 2-way duct (concrete-encased) shall consist of one (1) 3-inch galvanized rigid steel conduit and one (1) 4-inch Schedule 40 PVC conduit. Duct for constructing 4-way duct (concrete-encased) shall be four (4) 4-inch Schedule 40 PVC. All materials for these items shall be in accordance with the FAA Standard Specification 110. Excavation and backfilling for the encased duct shall not be paid for separately but shall be included in the unit cost for 2-way and 4-way duct.

"This item shall also include the installation of pre-cast concrete electrical handholes as detailed in and at the locations shown in the Plans."

EQUIPMENT AND MATERIALS

<u>I10-2.5</u> <u>STEEL CONDUIT</u>. Replace this Section with the following:

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

"Miscellaneous Fittings. Fittings shall be suitable for use with conduits and ducts supplied. All fittings for use with rigid metal conduit shall be threaded. Set screw-type fittings are not acceptable. Fittings shall be as manufactured by Appleton, Crouse-Hinds, Hubbel-Killark, O-Z/Gedney, or approved equal."

Add:

ELECTRICAL HANDHOLE. The electrical handhole shall be pre-cast in accordance with the Plan and details. Materials shall be detailed in the Plan, shall meet IDOT Specifications, and shall be manufactured by IDOT-approved sources. The frame and solid cover shall be of the heavy-duty, square slab type with concealed hinge, East Jordan Iron Works 8213, or Neenah Foundry Company R-6662-PH, or approved equal, with lettering of "AIRFIELD ELECTRIC" for use with airfield cable circuits and "LOCALIZER" for use with the Localizer relocation. The gravel cushion shall meet IDOT

R-6662-PH, or approved equal, with lettering of "AIRFIELD ELECTRIC" for use with airfield cable circuits and "LOCALIZER" for use with the Localizer relocation. The gravel cushion shall meet IDOT Specifications for coarse aggregate Gradation CA-7. The gravel cushion and all other incidentals used in furnishing a complete handhole shall be incidental to the handhole and as detailed and specified in the Plans and Contract documents. Information on a pre-cast structure is available from Utility Concrete Products, LLC, 2495 West Bungalow Road, Morris, Illinois 60450, Telephone: 815.416.1000, Facsimile: 815.416.1100.

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CONSTRUCTION METHODS

<u>110-3.4</u> <u>DUCT MARKERS</u>. Delete this Section and replace with the following:

"<u>I10-3.4 DUCT MARKERS</u>. The location of all new ducts under new concrete pavement shall be marked with a "D" impressed into the fresh pavement, as shown on the Plans. The cost of furnishing and installing the markers shall be included in the unit price of the duct."

<u>110-3.5</u> <u>BACKFILLING</u>. Add the following to the first paragraph:

"Duct located under paved areas shall be backfilled with the FA-6 material."

METHOD OF MEASUREMENT

<u>IIO-4.1</u> <u>METHOD OF MEASUREMENT</u>. Add the following:

"No separate measurement shall be made for furnishing and installing duct markers as they are incidental to a completed and accepted duct installation.

"Excavation, backfilling, topsoiling, seeding and mulching, or sodding, for the trenching and backfilling of the duct installation shall not be paid for separately but shall be included in the Contract unit price of the duct."

110-4.2 Delete this Section.

Add:

The quantity of Electrical Handhole to be paid for under this item shall be the number of handholes installed, measured in place, completed and accepted.

Excavation, backfilling, topsoiling, seeding and mulching, or sodding, for the handhole installation shall not be paid for separately but shall be included in the Contract unit price of the handhole.

BASIS OF PAYMENT

<u>IIO-5.1</u> <u>BASIS OF PAYMENT</u>. Delete this Section and replace with the following:

"I 10-5.1 BASIS OF PAYMENT. Payment will be made at the Contract unit price for each duct completed and accepted. Payment will be made at the Contract unit price for electrical handhole completed and accepted. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, for preparation of all duct ends to remain, for all site restoration (topsoiling, seeding and mulching of disturbed areas) and for all labor, equipment, tools, and incidentals necessary to complete this item.

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"If, upon delivery and incorporation of any materials, the Contractor has failed to provide the necessary submittals as required by Sections 30-18, 40-01, 40-03 and 40-11 of the Standard Specifications, Supplemental Specifications and Special Provisions, the pay item shall not be included on the Contractor Progress Payment report until such submittals have been furnished.

"Payment will be made under:

"Item AR I 10502 2-Way Concrete Encased Duct - per linear foot. Item AR I 10504 4-Way Concrete Encased Duct - per linear foot.

Item ART 10610 Electrical Handhole - per each."

<u>ITEM 125</u>

INSTALLATION OF AIRPORT LIGHTING SYSTEMS

Revise Item 125 of the Standard Specifications and Supplemental Specifications as follows:

<u>125-1.1</u> <u>DESCRIPTION</u>. Add the following:

"This item shall consist of furnishing and installing medium intensity base-mounted and stake-mounted runway and taxiway edge lights, in-pavement runway edge lights, and taxi guidance signs (on new bases, except one on an existing base) at the locations shown in the Plans and as detailed in the Plans and specified herein. This item shall include the replacement of lenses on existing L-861 and L-850C fixtures with new lenses of the color shown in the Plans. This item shall include the relocation of eight (8) medium intensity base-mounted runway threshold lights at the locations shown in the Plans and as detailed in the Plans. This item shall also include the testing of the installation, any necessary adjustments, and all incidentals necessary to place the lighting systems into operation as a completed unit and to the satisfaction of the Resident Engineer."

EQUIPMENT AND MATERIALS

<u>I25-2.1</u> <u>GENERAL</u>. Add the following to this Section:

- "(d) Non metallic light fixtures or plastic couplings will not be acceptable under this Contract. All proposed runway lights shall be Type L-861, with 30-Watt quartz bi-pin lamps and lens colors as shown on the Plans. All proposed taxiway lights shall be Type L-861T, with 30-Watt quartz bi-pin lamps and blue lenses. All lights shall have an overall height of 30 inches. All of the above lights shall be manufactured in accordance to FAA AC 150/5345-46B, (or latest edition). All fixtures installed in this work shall be compatible with the existing airfield light fixtures installed on Runway 2-20 and the associated parallel taxiway.
- "(e) The proposed taxi guidance signs will conform to Advisory Circular 150/5345-44G and be FAA approved. The signs will be Size 1, 18-inch sign face with a 12-inch legend; Style 2, powered from a 4.8 to 6.6 amp series lighting circuit; Class 2, for operation down to -55°C; medium-intensity, Mode 2, to withstand wind loads of 200 M.P.H., base-mounted, double-sided, as specified on the Plans.

"The signs shall read as described on the Construction Plans. The proposed taxi guidance signs will be Type L 858 Y direction, destination and boundary signs (black legend on yellow background); Type L 858 R mandatory instruction sign (black outline on outside edge of white legend on red background); and Type L 858 L location sign (yellow legend and border on black background).

"For the Taxi Guidance Sign, On Existing Base, the new sign is to be installed on an existing concrete pad with an existing L-867 base can and extension constructed earlier."

125 2.8 LIGHT CANS. Add the following to this Section:

"Each light can shall include an internal and external ground lug."

Add:

IN-PAVEMENT LIGHTS. In-pavement runway edge lights shall be Type L-850C, low profile FAA Style 3, with four 48 Watt, 6.6 Amp quartz halogen lamps, suitable Crouse-Hinds Pro III, IREL series. Lens colors shall be as detailed on the Plans. In-pavement runway edge lights shall be manufactured in accordance to FAA AC 150/5345-46B (or latest edition).

Each fixture shall be mounted on a Type L-868, Class I, Size B steel base and base extension to house the isolation transformer, as detailed on the Plans. The installation shall include base can and extension, isolation transformer, spacer and flange ring, joint sealant, and all miscellaneous items necessary to provide a complete installation in accordance with the Plans and the manufacturer's recommendations and instructions.

Add:

IDENTIFICATION TAGS. Identification tags shall be attached to each new fixture and sign. The tag shall be of the type and with the lettering shown on the Plans. In-pavement fixtures shall not be tagged. The tags for the guidance signs shall not be assigned a fixture number but shall only include the appropriate year and circuit number. The cost of furnishing and installing these tags shall be included in the unit price for the fixtures or signs and no additional compensation will be allowed.

Add:

ANTI SEIZE COMPOUND. Prior to installing the proposed taxi guidance signs, the Contractor will apply an oxide-inhibiting, anti-seizing compound to all screws, nuts, breakable coupling, and all places where metal comes into contact with metal. The anti-seize compound will be as manufactured by I.T.T. brand name "Contax", or approved equal.

Add:

125 2.17 <u>STAINLESS STEEL BOLTS</u>. All base plate-mounting bolts and stake-mounting bolts shall be stainless steel.

Add:

I25 2.18 GROUND RODS. Furnish and install 5/8-inch diameter by 8-foot long (minimum) UL listed copper clad ground rod at each L-867 transformer base can and stake mounted light.

Add:

<u>125-2.19</u> <u>REPLACE LIGHT LENSES</u>. The Contractor shall replace lenses on pavement edge and in-pavement light fixtures at the locations shown in the Plans. The replacement lenses shall be clear.

The existing in-pavement fixtures are Crouse-Hinds Pro III, IREL insert runway edge light fixtures. The Contractor will field verify the manufacturer and catalog number of the existing lights that will have their lenses replaced. The replacement lenses shall be by the same manufacturer as the existing medium intensity edge lights to maintain the FAA approval rating of these light fixtures.

The address and contact information for Crouse-Hinds Airport Lighting (Cooper Technologies Company) is 1200 Kennedy Road, Windsor, Connecticut 06095, Telephone: 860.683.4300.

The existing runway edge lights that will require lens replacement are L-861 medium intensity edge lights, Airport Lighting Company Catalog Number 21630QCY30. The Contractor will field verify the manufacturer and catalog number of the existing lights that will have their lenses replaced. The replacement lenses shall be by the same manufacturer as the existing medium intensity edge lights to maintain the FAA approval rating of these light fixtures.

The address and contact information for Airport Lighting Company is 108 Fairgrounds Drive, Manlius, New York 13104, Telephone: 315.682.6460, Facsimile: 315.682.6469.

Add:

RELOCATE BASE MOUNTED LIGHTS (MI THRESHOLD). The Contractor shall relocate eight base mounted medium intensity runway threshold lights as located and detailed in the Plans. The Contractor shall furnish new connectors and concrete encased base cans as specified herein and shall furnish a new ground rod as specified and installed herein. The Contractor shall also furnish new identification tags as noted in the Plans. All other components of the fixtures may be relocated in their current condition. Any damage beyond that documented and confirmed by the Resident Engineer will be repaired/replaced at the Contractor's expense. The existing concrete encased base cans shall be removed and disposed of off-site at the Contractor's expense.

Add:

TESTING. Testing and adjustment of the fixtures shall be in accordance with the equipment manufacturer. The Contractor shall use a Fluke Model 87 True RMS Multimeter with a clamp-on current probe - Fluke Model 80I-600 to assure the proper adjustment of the installation. The multimeter and probe shall be used to test and adjust the installation in accordance with the recommendations of the fixture manufacturer.

CONSTRUCTION METHODS

<u>125-3.1</u> <u>GENERAL</u>. Add the following to this Section:

"All disturbed areas around the taxi guidance signs and edge lights will be smooth graded to match the surrounding area, seeded, and mulched in accordance with Items 901 and 908.

"Obtaining the required earth material, placing the earth material, grading, seeding, and mulching the disturbed areas will be considered as an incidental item to the proposed taxi guidance signs and lights, and no additional compensation will be allowed."

Add:

<u>IDENTIFICATION NUMBERS</u>. The Contractor shall place light identification number tags on the proposed runway lights, taxiway lights, and taxi guidance signs as detailed on the Plans. The correct light identification numbers are shown in the Plans.

Add:

GROUNDING FOR AIRFIELD LIGHTS AND TAXI GUIDANCE SIGNS. Grounding for Runway <u>125-3.5</u> Lights, Taxiway Lights, and Lighted Taxi Guidance Signs shall be as detailed on the Plans and as specified herein. Per FAA AC 150/5340-30C DESIGN AND INSTALLATION DETAILS FOR AIRPORT VISUAL AIDS, Chapter 12, Part 12.6; a safety ground must be installed at each new or relocated light fixture. The purpose of the safety ground is to protect personnel from possible contact with an energized light base or mounting stake as the result of a shorted cable or isolation transformer. A safety ground shall be installed at each transformer base/light can associated with runway lights, taxiway lights, and lighted taxi guidance signs. A safety ground shall also be installed at each stake mounted light fixture. The safety ground shall be a #6 AWG bare copper conductor connected to the ground lug on the respective L-867 transformer base/light can or mounting stake and a 5/8-inch diameter by 8-foot long (minimum) UL listed copper clad ground rod. Connections to ground lugs on the L-867 transformer base/light can or mounting stake shall be with a UL listed grounding connector suitable for direct burial in earth or concrete. Metallic surfaces to be joined shall be prepared by the removal of all non-conductive material, per 2008 NEC, Article 250-12. Clean the point of grounding connection to expose bare metal to ensure continuity between the device to be bonded and the ground rod. Connections to ground rods shall be made with exothermic weld type connectors, Cadweld by Erico Products, Inc., Solon, Ohio, (Phone: 800.248.9353), Thermoweld by Continental Industries, Inc., Tulsa, Oklahoma (Phone: 918.663.1440) or Ultraweld by Harger, Grayslake, Illinois (Phone: 800.842.7437). Exothermic weld connections shall be installed in conformance with the respective manufacturer's directions using molds as required for each respective application. Bolted connections will not be permitted at ground rods. All ground rods for airfield lighting devices shall be installed in a horizontal trench 30 inches minimum depth below finished grade to avoid penetrating the Coal Combustion By-Products Barrier. Do not penetrate the Coal Combustion By-Products Barrier.

METHOD OF MEASUREMENT

125-4.1 Add the following:

"The number of Replace Light Lenses to be paid shall be the number of fixtures for which lenses are replaced, completed and accepted by the Resident Engineer (for in-pavement fixtures, two separate lenses shall be replaced, counted as one fixture).

"The number Relocate Base Mounted Light shall be the number of base-mounted lights relocated as specified, completed and accepted by the Resident Engineer.

"The quantity of Taxi Guidance Sign, on Existing Base shall be the number of guidance signs with isolation transformer installed as a complete unit, ready for operation, tested, and accepted by the Resident Engineer."

BASIS OF PAYMENT

<u>125-5.1</u> <u>BASIS OF PAYMENT</u>. Add the following:

"Payment for Replace Light Lenses will be made at the Contract unit price for each light fixture for which the lens (or lenses) is (are) replaced, operational and accepted by the Resident Engineer. 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 the items.

"Payment for Relocate Base Mounted Light will be made at the Contract unit price for each light fixture relocated, operational and accepted by the Resident Engineer. 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 the items.

"If, upon delivery and incorporation of any materials, the Contractor has failed to provide the necessary submittals as required by Sections 30-18, 40-01, 40-03 and 40-11 of the Standard Specifications, Supplemental Specifications and Special Provisions, the pay item shall not be included on the Contractor Progress Payment report until such submittals have been furnished.

"Payment will be made under:

"Item AR 254 10	MITL-Stake Mounted - per each.
Item AR125415	MITL-Base Mounted - per each.
Item AR I 25442	Taxi Guidance Sign, 2 Character - per each.
Item AR I 25443	Taxi Guidance Sign, 3 Character - per each.
Item AR I 25444	Taxi Guidance Sign, 4 Character - per each.
Item AR125505	MIRL, Stake Mounted - per each.
Item AR 125510	MIRL, Base Mounted - per each.
Item AR125525	HIRL, Inpavement - per each.
Item AR I 2593 I	Replace Light Lense - per each.
Item AR125962	Relocate Base Mounted Light - per each.
Item AR800950	Taxi Guidance Sign, on Existing Base - per each."

ITEM 125967

RELOCATE REILS

DESCRIPTION

<u>I25967-1.1</u> This item of work shall consist of the relocation of the existing Runway End Identification Lights (REIL) units from the existing threshold of Runway End 20 to the proposed locations shown in the Plans. The existing pair of REIL units are Flash Technology Model FTS 812, FAA Type L-849V (Voltage Powered), Style A (Unidirectional, High Intensity, One Brightness Step). Contractor shall field verify and record the existing wiring connections for the REIL units to assist with the relocation and rewiring of these units. The REIL units are powered by a 240 VAC cable fed from a secondary power distribution center located on the airfield at Runway 20 and are currently in working order.

EQUIPMENT AND MATERIALS

- 125967-2.1 POWER AND CONTROL CABLE. Power cables from the respective power source splice location to the REIL Master unit shall be as detailed on the Plans and in conformance with Item 108. Power and control cables between the REIL units shall be as recommended by the respective REIL manufacturer, per FAA AC 150/5345-51A, and as detailed on the Plans. Cables between the REIL units shall be installed in 3" Galvanized Rigid Steel Conduit in conformance with Item 110 and as detailed on the Plans.
- <u>I25967-2.2 CONDUIT</u>. Conduit for the REIL system shall conform to Item 110, per the REIL manufacturer's recommendations, and as detailed on the Plans. Conduit between the REIL units shall be 3" Galvanized Rigid Steel Conduit.
- I25967-2.3 REIL BASE/SPLICE CANS. REIL bases shall be Type L-867 Base/Splice cans as detailed on the Plans and specified herein. REIL Base/Splice cans shall conform to the requirements of FAA AC 150/5345-42F (or most current issue in force) for Type L-867, Class IA, Size D (16-inch nominal diameter), 24-inch deep, and/or as detailed on the Plans. REIL base cans shall have galvanized steel covers or aviation yellow powder coat painted steel covers, 3/8 inch thick, with 2" NPT holes and stainless steel bolts compatible with the respective REIL units. Include internal and external ground lugs on the L-867 base can. Include metallic breakable couplings for mounting REILs to the respective base/foundation.
- <u>125967-2.4</u> <u>ANTI-SEIZE COMPOUND</u>. 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 name "Contax" or an approved equal.
- 125967-2.5 STAINLESS STEEL BOLTS. All base plate mounting bolts shall be stainless steel.
- 125967-2.6 GROUND RODS. Ground rods shall be 3/4-inch diameter by 10-foot long UL listed copper clad, with 10-mil minimum copper coating.

125967-2.7 CONCRETE. Concrete associated with the each REIL foundation and/or splice can shall conform to Item 610 Portland Cement Concrete of the Standard Specifications for Construction of Airports.

CONSTRUCTION METHODS

<u>INSTALLATION OF REILS</u>. The Contractor will remove the existing REIL units after the temporary Runway 20 threshold displacement is complete. The Contractor will store the units in a secure location of his choosing and will be responsible for replacing them in the same condition as noted prior to removal. Any damage to these units will be repaired by the Contractor at his own expense.

The Contractor shall remove the existing REIL concrete bases and dispose of them off the Airport site in a legal manner. The Contractor shall also remove the associated duct and cables that run between the exiting REIL units and dispose of them off the Airport site in a legal manner. The holes left from the base removals, and other material removals associated with the REIL relocation, will be filled with earth material. The earth material will be compacted to prevent any future settlement. The earth material will be obtained from on the Airport site. The disturbed areas will be restored, graded, and seeded to the satisfaction of the Engineer, and will be considered as an incidental item to the relocation of the REIL units. All excavation and trench settlement shall be corrected for a period of one year.

The REILs shall be relocated and installed at the locations shown on the Plans. Installation of REILs systems shall conform to FAA AC No. 150/5345-51A titled "SPECIFICATION FOR DISCHARGE-TYPE FLASHING LIGHT EQUIPMENT" and the respective manufacturer's instructions. The Contractor shall install splice cans and construct concrete bases for the REIL units in accordance with the respective REIL manufacturer's installation instructions and recommendations and as detailed on the Construction Plans. All required trenching and cable between the master and slave units, associated hardware, mounting requirements, etc. shall be installed per the respective REIL manufacturer's installation instructions and recommendations, and shall be considered part of the installation with no additional compensation.

In the automatic mode of operation the REILs shall be activated by radio control corresponding to the 100% brightness level of the respective runway lights as follows:

3 clicks - Off

5 clicks - Off

7 clicks - 100% Brightness/On

The Contractor shall test the relocated units to assure that they are in proper working order. Contractor shall demonstrate proper operation and testing for the Resident Engineer.

Contractor shall coordinate work and any power outages with the Airport Manager and the Resident Engineer. Any shutdown of existing systems shall be scheduled with and approved by the Airport Manager prior to shutdown. Once shut down, the circuits shall be labeled as such to prevent accidental energizing of the respective circuits. All personnel shall follow U.S. Department of Labor Occupational Safety & Health Administration (OSHA) 29 CFR Part 1910 Occupational Safety and Health Standards for electrical safety and lockout/tagout procedures including, but not limited to, 29 CFR Section 1910.147 The Control of Hazardous Energy (lockout/tagout).

- 125967-3.2 ELECTRICAL. The Contractor shall furnish and install all electrical materials necessary for the complete and operational installation of the REIL systems as shown in the Plans and detailed herein. The installation and wiring shall be furnished in a neat, workmanlike manner. All electrical work shall comply with the requirements of NFPA 70 National Electrical Code (NEC) most current issue. Electrical equipment shall be installed in conformance with the manufacturer's directions and recommendations for the respective application. Any installation which void the UL listing, ETL listing, (or other third party listing), and/or the manufacturer's warranty of a device will not be permitted.
- 125967-3.3 CABLE INSTALLATION FOR REILS. Installation of cables shall conform to Item 108, the applicable sections of FAA AC 150/5345-51A, per the respective equipment manufacturer's installation instructions and recommendations, and as detailed on the Plans.

The Contractor shall splice the existing power cables to new power cables inside an electrical handhole as detailed on the Plans and in conformance with Item 108. The new power cable from the respective splice point to the REIL Master unite will be paid for under Item AR108656. The routing of the proposed power cable shall be as shown on the Construction Plans.

The Contractor will be responsible for installing all required power and control cables between the REIL units in accordance with the REIL unit manufacturer's installation instructions and recommendations and as detailed on the Plans. These cables will be considered incidental to the REIL relocation, and no additional compensation will be allowed.

- I25967-3.4 CONDUIT INSTALLATION FOR REILS. Installation of conduit shall conform to Item 110 and the respective REIL manufacturer's installation instructions and/or recommendations. Conduit between the REIL units shall be 3" Galvanized Rigid Steel Conduit. The 3" Galvanized Rigid Steel Conduit installed in the 2-way concrete encased duct bank will be paid four under item AR110502 2-Way Concrete Encased Duct. Additional 3" Galvanized Rigid Steel Conduit from the duct bank terminations to the respective REIL units will be considered incidental to the REIL relocation, and no additional compensation will be allowed. Contractor shall coordinate installation of the 3" Galvanized Rigid Steel Conduit between the REIL units with the duct bank installation.
- 125967-3.5 GROUNDING FOR REILS. Grounding for REILs shall conform to the respective REIL manufacturer's installation instructions, as detailed on the Plans, and as specified herein. The power circuit to Master REIL unit, and each slave unit, shall include an equipment ground wire of the same size and type as the phase conductors. Furnish and install three 3/4-inch diameter by 10-foot long UL listed copper-clad ground rods at each REIL unit. Ground rods shall be buried 30 inches minimum in horizontal trench and bonded together with a #6 AWG bare copper grounding electrode conductor to form a grounding electrode system. Ground rods shall be spaced 15 feet to 20 feet apart. Ground rods shall be installed in horizontal trenches to avoid penetrating the Coal Combustion By-Product Barrier. Do not penetrate the Coal Combustion By-Product Barrier. Bond each REIL unit housing to the respective grounding electrode system in accordance with the manufacturer's instructions with a #6 AWG bare solid or stranded (per REIL manufacturer requirements) copper grounding electrode conductor. All connections to ground rods shall be exothermic-weld, as manufactured by Cadweld by Erico Products, Inc., Solon, Ohio, (Telephone: 800.248.9353), Thermoweld by Continental Industries, Inc., Tulsa, Oklahoma (Telephone: 918.663.1440) or Ultraweld by Harger, Grayslake, Illinois (Telephone: 800.842.7437). Connections to REIL unit frames shall be as recommended by the manufacturer or with a UL listed grounding connectors.

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The REIL base cans shall also be bonded to the ground rods at each REIL unit. **Do not penetrate the Coal Combustion By-Products Barrier.**

125967-3.6 GROUNDING REQUIREMENTS. Grounding shall conform to the following, as applicable: The Contractor shall furnish and install all grounding shown on the Plans and/or as may be necessary or required to make a complete grounding system, as required by the latest NFPA 70 - National Electrical Code in force. The reliability of the grounding system is dependent on careful, proper installation, and choice of materials. Improper preparation of surfaces to be joined to make an electrical path, loose joints, or corrosion can introduce impedance that will seriously impair the ability of the ground path to protect personnel and equipment and to absorb transients that can cause noise in communications circuits. The following functions are particularly important to ensure a reliable ground system:

All products associated with the grounding system shall be UL-listed and labeled.

All bolted or mechanical connections shall be coated with a corrosion preventative compound before joining, Sanchem Inc. "NO-OX-ID "A-Special" compound, Burndy Penetrox E, or equal.

Metallic surfaces to be joined shall be prepared by the removal of all non-conductive material, per 2008 NEC Article 250-12. All copper bus bars must be cleaned prior to making connections to remove surface oxidation.

Metallic raceway fittings shall be made up tight to provide a permanent low impedance path for all circuits. Metal conduit terminations in enclosures shall be bonded to the enclosure with UL-listed fittings suitable for grounding. Provide grounding bushings with bonding jumpers for all metal conduits entering service equipment (meter base, CT cabinet, main service breaker enclosure, etc.), generator breaker enclosures, and automatic transfer switch enclosures. Provide grounding bushings with bonding jumpers for all metal conduits entering an enclosure through concentric or eccentric knockouts that are punched or otherwise formed so as to impair the electrical connection to ground. Standard locknuts or bushings shall not be the sole means for bonding where a conduit enters an enclosure through a concentric or eccentric knockout.

Furnish and install ground rods at all locations where shown on the Plans or specified herein. All connections to ground rods and/or buried grounding electrode conductors shall be made with exothermic, weld-type connectors, Cadweld by Erico Products, Inc., Solon, Ohio, (Telephone: 800.248.9353), Thermoweld by Continental Industries, Inc., Tulsa, Oklahoma (Telephone: 918.663.1440), or approved equal. Exothermic weld connections shall be installed in conformance with the respective manufacturer's directions using molds, as required for each respective application. Bolted connections will not be permitted at ground rods or at buried grounding electrode conductors. **Do not penetrate the Coal Combustion By-Products Barrier.**

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All connections, located above grade, between the different types of grounding conductors shall be made using UL-listed, double-compression, crimp-type connectors or UL-listed, bolted ground connectors. For ground connections to enclosures, cases, and frames of electrical equipment not supplied with ground lugs, the Contractor shall drill required holes for mounting a bolted, ground connector. All bolted ground connectors shall be Burndy, Thomas and Betts, or equal. Tighten connections to comply with tightening torques in UL Standard 486A to assure permanent and effective grounding.

All metal equipment enclosures, conduits, cabinets, boxes, receptacles, etc. shall be bonded to the respective grounding system.

Each new feeder circuit and/or branch circuit shall include an equipment ground wire. Metal raceway or conduit shall not meet this requirement. The equipment ground wire from equipment shall not be smaller than allowed by 2008 NEC Table 250-122 "Minimum Size Conductors or Grounding Raceway and Equipment." When conductors are adjusted in size to compensate for voltage drop, equipment-grounding conductors shall be adjusted proportionately according to circular mil area. All equipment ground wires shall be copper, either bare or insulated green in color. Where the equipment grounding conductors are insulated, they shall be identified by the color green, and shall be the same insulation type as the phase conductors.

BASIS OF PAYMENT

Payment shall be made at the Contract unit price per pair for REIL Relocation. This price and payment shall be full compensation for removing the existing REIL units; storing the units; removal of the existing REIL bases and backfilling of the holes; removal of the existing associated duct and cables and backfilling of the trench and holes; furnishing, installing, and construction of the new REIL bases; installing the REIL units; for furnishing and installing all materials; for all excavating, labor, tools, testing, grounding, equipment and incidentals necessary to complete this item of work. The new power cable (3/C #6 600 Volt, underground cable in unit duct) from the respective splice point to the relocated Master REIL unit will be paid for under Item AR108656. All other cable and wiring associated with the REIL relocation shall be incidental to Item AR125967 Relocate REILs and no additional compensation will be allowed. The 3" galvanized rigid steel conduit installed with the 2-Way concrete encased duct bank will be paid for under Item AR110502. All other conduits, including the 3" galvanized rigid steel conduits required to interface the REIL units to the respective duct bank, associated with the REIL relocation shall be incidental to Item AR125967 Relocate REILs and no additional compensation will be allowed.

Payment will be made under:

Item AR125967 Relocate REILs - per pair.

<u>ITEM 125968</u>

RELOCATE PAPI

DESCRIPTION

125968-1.1 This item of work shall consist of relocating the existing PAPI at the locations shown on the Construction Plans. This installation will be in accordance with the details on the Plans and this Special Provision.

EQUIPMENT AND MATERIALS

- <u>125968-2.1</u> <u>POWER AND CONTROL CABLE</u>. Power cables from the respective power source location to the respective PAPI Power and Control Unit shall be as detailed on the Plans and in conformance with Item 108. Power and control circuit wiring from the PAPI PCU to the PAPI lighting units shall be per manufacturer's recommendations and/or instructions and as detailed on the Plans.
- I25968-2.2 CONDUIT AND DUCTS. Conduit and ducts for the PAPI systems shall conform to Item 110, per manufacturer's recommendations, as detailed on the Plans and as specified herein. Conduit for power and control cables from the PAPI PCU to the PAPI lighting units and between the PAPI lighting units shall be 2-inch galvanized rigid steel conduit, or larger, where required by NEC and/or manufacturer's recommendations for the respective cables. Galvanized Rigid Steel Conduit and fittings shall be hot-dipped, galvanized, UL-listed, produced in accordance with UL Safety Standard #6 and ANSI C80.1.
- 125968-2.3 SPLICE CANS. Splice cans shall conform to the requirements of FAA AC 150/5345-42F for Type L-867, Class IA, Size B (12-inch nominal diameter), 24-inch deep. Splice cans shall have steel covers, as recommended by the respective PAPI manufacturer and compatible with the PAPI consolidating harness/wiring assembly. Existing splice can covers for the PAPI system to be relocated may be relocated and reused with the PAPI system. Include internal and external ground lugs on each L-867 splice can.
- <u>125968-2.4</u> <u>ANTI-SEIZE COMPOUND</u>. 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 name "Contax", or an approved equal.
- 125968-2.5 STAINLESS STEEL BOLTS. All base plate-mounting bolts shall be stainless steel.
- 125968-2.6 GROUND RODS. Ground rods shall be 3/4-inch diameter by 10-feet long, UL-listed, copper-clad, with 10-mil. minimum copper coating.
- <u>125968-2.7</u> <u>CONCRETE</u>. Concrete associated with the each PAPI foundation pad and/or splice can shall conform to Item 610.

CONSTRUCTION METHODS

125968-3.1 INSTALLATION OF PAPI SYSTEMS. Installation of PAPI systems shall conform to FAA AC No. 150/5345-28E titled "PRECISION APPROACH PATH INDICATOR (PAPI) SYSTEMS" and the respective manufacturer's instructions. The Contractor shall construct concrete bases for the relocated PAPI system units as shown on the Construction Plans. All bolt placements will be as per manufacturer's recommendations. The Contractor shall use care when removing the PAPI units (to be relocated) so that they are not damaged. Any damage incurred will be repaired to the satisfaction of the Engineer, and no additional compensation will be allowed. The structural legs shall have breakable couplings not more than 2 inches from the top of the respective base/foundation. Coordinate L-867 splice cans and conduit installations into the bases as applicable for power, control, and/or grounding cable conduits. The power control unit shall be installed in the location shown on the Plans. The poles/support posts installed to support the unit will be anchored in concrete typical to the PAPI base, and each pole/support post shall have a breakable coupling not more than 2 inches from the top of the concrete base/foundation.

Once the relocation has been accomplished, the Contractor will remove the PAPI anchor foundations and backfill these holes with earth fill and compacted. The removed anchor foundations shall be turned over to the Airport. In the event that the Airport does not want the PAPI anchor foundations the Contractor will disposed of off the Airport site, in a legal manner, at the Contractor's own expense. The Contractor shall also remove the associated L-867 splice cans, duct and cables that run between the exiting PAPI units and dispose of them off the airport site in a legal manner. The holes left from the foundation removals, L-867 splice can removal, and other material removals associated with the PAPI relocation, will be filled with earth material. The earth material will be compacted to prevent any future settlement. The earth material will be obtained from on the Airport site. The disturbed areas will be restored, graded, and seeded to the satisfaction of the Engineer, and will be considered as an incidental item to the relocation of the PAPI units. All excavation and trench settlement shall be corrected for a period of one year.

The PAPI unit will be installed and aimed in accordance with manufacturer's specifications. The aiming angles will comply with those shown on the Plans.

The PAPI system will be turned off during the proposed temporary displacement of Runway End 20. The PAPI will be allowed to be turned on for testing only. Coordinate testing with the Airport Manager and the Resident Engineer. Once all testing has been completed, it will be turned off until Runway 2-20 is reopened to its full length. Prior to final acceptance and activation, the completed PAPI unit will be flight checked by Illinois Division of Aeronautics, and it shall be the Contractor's responsibility to have a representative present to make any necessary adjustments in the aiming of the PAPI units.

Contractor shall coordinate work and any power outages with the Airport Manager and the Resident Engineer. Any shutdown of existing systems shall be scheduled with and approved by the Airport Manager prior to shutdown. Once shut down, the circuits shall be labeled as such to prevent accidental energizing of the respective circuits. All personnel shall follow U.S. Department of Labor Occupational Safety & Health Administration (OSHA) 29 CFR Part 1910 Occupational Safety and Health Standards for electrical safety and lockout/tagout procedures including, but not limited to, 29 CFR Section 1910.147 The Control of Hazardous Energy (lockout/tagout).

- <u>125968-3.2</u> <u>ELECTRICAL</u>. The Contractor shall furnish and install all electrical materials necessary for complete and operational installation of the PAPI systems, as shown on the Plans and detailed herein. The complete installation and wiring shall be done in a neat, workmanlike manner. All electrical work shall comply with the requirements of the NFPA 70 National Electrical Code (most current issue). Electrical equipment shall be installed in conformance with the respective manufacturer's directions and recommendations for the respective application. Any installations which void the UL listing, ETL listing (or other third party listing), and/or the manufacturer's warranty of a device will not be permitted.
- 125968-3.3 CABLE INSTALLATION FOR PAPIS. Installation of cables shall conform to Item 108, the applicable sections of FAAAC I 50/5345-28E, per the respective equipment manufacturer's recommendations, and as detailed on the Plans. The Contractor shall install new 3/C #6 600-Volt, underground cable-in-unit duct from the existing secondary power distribution unit located on the airfield at Runway 20 to the relocated PAPI Power and Control Unit as detailed on the Plans and in conformance with Item 108. The routing of the proposed power cable is shown on the Plans.

The Contractor will be responsible for installing all required control/power cables between the PAPI units in accordance with the PAPI unit manufacturer's installation instructions and recommendations and as detailed on the Plans. Power and control cables from the PAPI PCU to the PAPI lighting units and between the PAPI lighting units shall be installed in 2-inch galvanized rigid steel conduit, or larger where required by NEC and/or manufacturer's recommendations for the respective cables. These cables and conduits will be considered incidental to the PAPI relocation, and no additional compensation will be allowed.

- 125968-3.4 CONDUIT INSTALLATION FOR PAPIS. Installation of conduit shall conform to Item 110, the respective PAPI manufacturer's installation instructions and/or recommendations, as detailed on the Plans and as specified herein. Coordinate conduit installations into the PAPI foundations and/or L-867 splice cans.
- 125968-3.5 GROUNDING FOR PAPIS. Grounding for PAPIs shall conform to the respective PAPI manufacturer's installation instructions, as detailed on the Plans and as specified herein. The power circuit to each PAPI unit, including the PAPI PCU, shall include an equipment ground wire of the same size and type as the phase conductors. Furnish and install a 3/4-inch diameter by 10-foot long, copper-clad ground rod at the PAPI PCU and at each PAPI lighting unit. Ground rods shall be minimum bury 30 inches below grade in horizontal trench to avoid penetrating the Coal Combustion By-Product Barrier. Do not penetrate the Coal Combustion By-Product Barrier. Ground rods shall be spaced, as detailed on the Plans and in no case spaced less than one rod length apart. Bond each PAPI unit (power control unit and lighting units) and the respective L-867 splice can to the respective ground rod with a #6 AWG stranded copper grounding electrode conductor. All connections to ground rods shall be exothermic-weld, as manufactured by Cadweld by Erico Products, Inc., Solon, Ohio, (Telephone: 800.248.9353), Thermoweld by Continental Industries, Inc., Tulsa, Oklahoma (Telephone: 918.663.1440) or Ultraweld by Harger, Grayslake, Illinois (Telephone: 800.842.7437). Exothermic-weld connections shall be installed in conformance with the respective manufacturer's directions using properly sized molds suitable for each respective application.

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Connections to PAPI unit frame shall be as recommended by the manufacturer or with a UL-listed grounding connector. All ground rods associated with the complete PAPI installation shall be bonded to together with a #6 AWG solid copper counterpoise conductor. This counterpoise conductor shall be installed in the same trench located 10 inches above the power and control conductors, between each respective PAPI unit (PCU and/or lighting unit). **Do not penetrate the Coal Combustion By-Product Barrier.**

125968-3.6 GROUNDING REQUIREMENTS. Grounding shall conform to the following, as applicable: The Contractor shall furnish and install all grounding shown on the Plans and/or as may be necessary or required to make a complete grounding system, as required by the latest NFPA 70 - National Electrical Code. The reliability of the grounding system is dependent on careful, proper installation, and choice of materials. Improper preparation of surfaces to be joined to make an electrical path, loose joints, or corrosion can introduce impedance that will seriously impair the ability of the ground path to protect personnel and equipment and to absorb transients that can cause noise in communications circuits. The following functions are particularly important to ensure a reliable ground system:

All products associated with the grounding system shall be UL-listed and labeled.

All bolted or mechanical connections shall be coated with a corrosion-preventative compound before joining, Sanchem Inc. "NO-OX-ID "A-Special" compound, Burndy Penetrox E, or equal.

Metallic surfaces to be joined shall be prepared by the removal of all non-conductive material, per 2008 NEC Article 250-12. All copper bus bars must be cleaned prior to making connections to remove surface oxidation.

Metallic raceway fittings shall be made up tight to provide a permanent low impedance path for all circuits. Metal conduit terminations in enclosures shall be bonded to the enclosure with UL-listed fittings suitable for grounding. Provide grounding bushings with bonding jumpers for all metal conduits entering service equipment (meter base, CT cabinet, main service breaker enclosure, etc.), generator breaker enclosures, and automatic transfer switch enclosures. Provide grounding bushings with bonding jumpers for all metal conduits entering an enclosure through concentric or eccentric knockouts that are punched or otherwise formed so as to impair the electrical connection to ground. Standard locknuts or bushings shall not be the sole means for bonding where a conduit enters an enclosure through a concentric or eccentric knockout.

Furnish and install ground rods at all locations where shown on the Plans or specified herein. Ground rods shall be spaced, as detailed on the Plans, and in no case spaced less than one rod length apart. All connections to ground rods and/or buried grounding electrode conductors shall be made with exothermic, weld-type connectors, Cadweld by Erico Products, Inc., Solon, Ohio, (Telephone: 800.248.9353), Thermoweld by Continental Industries, Inc., Tulsa, Oklahoma (Telephone: 918.663.1440), or approved equal. Exothermic-weld connections shall be installed in conformance with the respective manufacturer's directions using molds, as required for each respective application. Bolted connections will not be permitted at ground rods or at buried grounding electrode conductors.

All connections, located above grade, between the different types of grounding conductors shall be made using UL-listed, double-compression, crimp-type connectors or UL-listed, bolted ground connectors. For ground connections to enclosures, cases, and frames of electrical equipment not supplied with ground lugs, the Contractor shall drill required holes for mounting a bolted, ground connector. All bolted, ground connectors shall be Burndy, Thomas and Betts, or equal. Tighten connections to comply with tightening torques in UL Standard 486A to assure permanent and effective grounding.

All metal equipment enclosures, conduits, cabinets, boxes, receptacles, etc. shall be bonded to the respective grounding system.

Each new feeder circuit and/or branch circuit shall include an equipment ground wire. Metal raceway or conduit shall not meet this requirement. The equipment ground wire from equipment shall not be smaller than allowed by 2008 NEC Table 250-122 "Minimum Size Conductors or Grounding Raceway and Equipment." When conductors are adjusted in size to compensate for voltage drop, equipment-grounding conductors shall be adjusted proportionately according to circular mil. area. All equipment ground wires shall be copper, either bare or insulated, green in color. Where the equipment grounding conductors are insulated, they shall be identified by the color green, and shall be the same insulation type as the phase conductors.

Install grounding electrode conductors and/or individual ground conductors in Schedule 40 or Schedule 80 PVC conduit. Coordinate the installation of PVC conduit sleeves into the PAPI foundations to accommodate grounding electrode conductor installations from the respective PAPI unit to the respective ground rod.

<u>125968-3.7 PAPI OPERATION</u>. When in operation, the proposed PAPI units are activated by an L-854 radio receiver unit. Any time Runway 2-20 is temporarily displaced or closed to aircraft operations, the PAPI units will be turned OFF. Once the runway is reopened, the PAPI units have been relocated, tested, flight checked and approved by IDA, then they will be turned back ON.

BASIS OF PAYMENT

Payment shall be made at the Contract unit price per each for PAPI relocation. This price and payment shall be full compensation for removing the existing PAPI units; storing the units; removal of the existing PAPI foundations and backfilling of the holes; removal of the existing PAPI L-867 splice cans and backfilling of the holes; removal of the existing associated duct and cables and backfilling of the trench and holes; furnishing, installation and construction of the new PAPI concrete bases; installing the PAPI system, for furnishing and installing all materials; for all excavating, labor, tools, testing, grounding, splice cans, conduits, equipment and incidentals necessary to complete this item of work. The new power cable (3/C #6 600-Volt, underground cable-in-unit duct) from the respective power source to the relocated PAPI Power and Control Unit will be paid for under Item AR 108656. All other cable and wiring associated with the PAPI relocation shall be incidental to Item AR 125968 Relocate PAPI and no additional compensation will be allowed.

Payment will be made under:

Item AR 125968 Relocate PAPI - per each.

<u>ITEM 127</u>

INSTRUMENT LANDING SYSTEMS

DESCRIPTION

GENERAL. This item of work shall consist of the relocation of the existing Localizer, the existing DME, and the associated Localizer/DME shelter for Runway 2. The existing Localizer is a Thales ATM Mark 20A System. The existing DME is a Thales ATM 415SE DME. The work includes all coordination for removing existing electric feeder and telephone service, intercepting the respective feeder and telephone service and extending them to the relocated Localizer/DME shelter, relocation of the existing Localizer and DME equipment, relocating the existing Localizer/DME shelter, associated electrical equipment, power, communication and control cables, grounding system, lightning protection system, foundations, concrete, and miscellaneous items and material. This item shall also includes the removal of existing foundations, electrical handholes, ducts, and cables as necessary to accommodate new work in the area of the existing Localizer, DME, and shelter and the associated restoration work.

The Contractor will be responsible for providing the services of the Localizer/DME manufacturer's service personnel for assistance in the relocation of the Localizer and DME, the associated shelter, calibration, tune up, pre-flight check, FAA ground check, FAA flight check, certification, and other items as required to provide a complete, operational, and FAA commissioned Localizer and DME system. The Localizer and DME manufacturer is Thales Air Traffic Management, 23501 W. 84th Street, Shawnee, Kansas 66227-3296, Telephone: 913-422-2726. Note: Thales ATM is the only approved service personnel for the existing Thales ATM Mark 20A Localizer and the existing Thales ATM 415SE DME.

The Contractor will also be responsible for contacting the manufacturer to obtain the recommended/required locations of the clearance ground check points, course width monitor ground check points, course alignment ground check point, and minimum clearance ground check point.

- <u>127-1.2</u> <u>APPLICABLE DOCUMENTS</u>. The following publications and regulations, in effect on date of the invitation for bids or request for proposals, form a part of this specification and are applicable to the extent specified herein.
 - (a) NFPA 70 National Electrical Code (most current issue).
 - (b) The rules and regulations of local utility companies providing service.
 - (c) Local governing body rules and regulations.
 - (d) FAA-STD-019e, December 22, 2005, Department of Transportation, Federal Aviation Administration Standard, LIGHTNING AND SURGE PROTECTION, GROUNDING, BONDING AND SHIELDING REQUIREMENTS FOR FACILITIES AND ELECTRONIC EQUIPMENT.

- (e) NFPA Number 780 Standard for the Installation of Lightning Protection Systems.
- (f) Standard Specifications for Construction of Airports, Illinois Department of Transportation Division of Aeronautics.

EQUIPMENT AND MATERIALS

- <u>GENERAL</u>. The existing Localizer is a Thales ATM Mark 20A System. The existing DME is a Thales ATM 415SE DME. The manufacturer of the existing Localizer and DME is Thales ATM, 23501 W. 84th Street, Shawnee, Kansas 66227-3296, Telephone: 913.422.2726. The existing Localizer/DME shelter is a Vertex Plastics Inc. 8-foot by 16-foot shelter. Equipment and materials to accommodate the relocation of the Localizer, DME, and shelter shall be as detailed on the Plans, specified herein, and in conformance with the Localizer/DME manufacturer's recommendations for the respective application.
- <u>CONCRETE</u>. Concrete for foundations shall conform to Item 610 Structural Portland Cement Concrete, per the respective equipment manufacturer's recommendation for the respective application, and as detailed on the Plans.

<u>127-2.3</u> <u>CONDUITS.</u>

- (a) Galvanized Rigid Steel Conduit: Rigid Steel Conduit and fittings shall be hot-dipped, galvanized, UL-listed, produced in accordance with UL Safety Standard #6 and ANSI C80.1.
- (b) Schedule 40 PVC Conduit: Schedule 40 PVC conduit shall comply with Item 110, NEMA Specification TC-2 (Conduit), TC-3 (Fittings), and UL 651 (Standard for rigid nonmetallic conduit).

127-2.4 CABLES.

- (a) Power Cables: 600 Volt power cable shall conform to Item 108 and as detailed on the Plans.
- (b) Localizer Communication and Control Cables: Localizer communications and control cables shall be per the respective Localizer manufacturer's recommendation and requirements.
- (c) DME Communication and Control Cables: DME communications and control cables shall be per the respective DME manufacturer's recommendation and requirements.

127-2.5 <u>IUNCTION BOXES AND HANDHOLES.</u>

- (a) Junction and Pull Boxes: Unless otherwise noted on the Plans, all junction boxes shall be 16-gauge minimum construction. Surface mounted exterior junction and pull boxes located in non-hazardous, non-classified areas, shall be NEMA 4X stainless steel or aluminum, Crouse-Hinds, Killark, Hoffman, Hennessy, or equal. Flush-mounted exterior boxes located in non-hazardous, non-classified areas, in floors, walkways, and walls shall be NEMA 4, cast aluminum, Crouse-Hinds, Killark, or equal, and shall be supplied with asphalt paint applied to all surfaces imbedded in concrete. Junction and pull boxes shall be sized as required for conductors and splices and per NEC Article 370. Boxes shall be UL-listed. Special boxes made to suit conditions shall be used to accommodate the respective application or where required by National Electrical Code even though they may not be indicated on the drawings.
- (b) Electrical Handholes: Electrical Handholes shall be as detailed on the Plans and in accordance with Item ART10610.

127-2.6 GROUNDING EQUIPMENT.

- (a) Ground Rods. Ground rods shall be UL listed copper clad steel, ¾-inch by 10 feet with 10 mil minimum copper coating, except where otherwise specified. The top of the grounding electrode shall be a minimum of 30 inches below finished grade or as detailed on the Plans, whichever is deeper. Lightning down conductors shall be attached to electrodes with exothermic welds only, except in grounding access wells. In a grounding access well, grounding conductors shall be attached with bolted mechanical connectors. Other grounding conductor(s) shall be attached to the electrode with an exothermic weld or by hydraulically crimped compression connectors, as specified below.
- (b) Grounding Conductor. All grounding conductors shall be copper. All grounding conductors, which are totally above grade, shall be green-insulated conductors. All grounding electrode conductors, which are either entirely or partially direct-earth buried, shall be bare stranded copper conductors, unless noted otherwise on the drawings. AWG shall be as detailed on the drawings.
- (c) Buried Guard Wire. Underground cables, which are not completely enclosed in ferrous metal conduit, shall be protected by a #1/0 AWG bare copper guard wire. The guard wire shall be embedded in the soil a minimum of 10 inches directly above, and parallel to, the lines or cables being protected. The guard wire shall be bonded to the grounding electrode system at each end of the cable run, and to ground rods at approximately 90 foot intervals using exothermic welds.

- (d) Exothermic Weld Process for Connecting Grounding Conductors to Metal Objects. Where the drawings and/or specifications require connection of a grounding conductor to a metal object by exothermic weld process, the Contractor shall supply the correct exothermic welding kit for the application. The mold and cartridge used shall be selected on the basis of size, number and type of conductors to be connected, composition and surface shape of object, and position in which the weld will be made. Three sources of exothermic welding kits are Cadweld by Erico Products, Inc., Solon, Ohio, (Telephone: 800.248.9353), Thermoweld by Continental Industries, Inc., Tulsa, Oklahoma (Telephone: 918.663.1440) or Ultraweld by Harger, Grayslake, Illinois (Telephone: 800.842.7437). The Contractor shall confirm the appropriate kits for each respective application with the respective exothermic weld manufacturer. Regardless of the source of the kits he selects, the Contractor shall submit catalog cuts or other manufacturer information, demonstrating that the kits fit their intended applications on the above-described basis. The Contractor shall provide and use the proper preparation tools in applying the exothermic weld process to insure an adequate weld. Torch welds and/or brazing will not be permitted.
- (e) Hydraulically Crimped Connections. Grounding conductors (except lightning down conductors, shelter perimeter grounding conductors, grounding conductors in direct contact with earth, and conductors inside a grounding access well) may be connected to grounding electrodes with compression connectors crimped with a force of at least 24,000 pounds. All grounding conductors (except shelter lightning protection system conductors) may be connected to each other with compression connectors crimped with a force of at least 24,000 pounds.
 - Connectors, tools, dies, and crimping procedures shall be compatible to the application and to each other, and shall conform to the manufacturer's catalog and instructions. Each connector shall be clearly marked with catalog number, conductor size, and installation die information. The tooling shall be of the type that embosses or engraves the die index number on the connector in the crimping process. All connectors shall be listed in conformance with Underwriters Laboratories Standard UL467 and the National Electrical Code. Burndy Hyground Compression System connectors, matching tools, and crimping procedures, are one system of products, which meet these specifications, and are approved. Regardless of the source of the connectors, tools, and dies selected, the Contractor shall submit catalog cuts or other manufacturer information, demonstrating that these items fit their intended applications as described above.
- (f) Pipe/Conduit Grounding Clamps. Pipe grounding clamps shall have bronze hardware, be corrosion resistant, suitable for direct burial in earth, properly sized for the respective application, UL 467 listed and as detailed on the Plans.
- LIGHTNING PROTECTION. The existing Localizer/DME shelter has a lightning protection system. Air terminals and some of the above grade connecting devices shall be relocated with Localizer/DME shelter. After relocation of the existing Localizer/DME shelter, the Contractor shall furnish and install a the necessary materials and components to provide a lightning protection system installed per the requirements of the Standard for the Installation of Lightning Protection Systems Lightning Protection Code, National Fire Protection Association (NFPA 780), Underwriters Laboratories Master Labeled System (UL96A), Department of Transportation Federal Aviation Administration Standard FAA-STD-019e "Lighting and Surge Protection, Grounding, Bonding and Shielding Requirements for Facilities and Electronic Equipment", and as detailed in the Plans.

Specific lightning protection equipment items shall meet the following specifications. Catalog numbers given in (a) through (g) below, are the Thompson Lightning Protection, Inc. 901 Sibley Highway, St. Paul, Minnesota 55118-1792, Telephone: 800.777.1230 or 612.455.7661, and are approved, as they are among equipment items that meet these specifications. Confirm all catalog numbers with the manufacturer. Note some applications may require different equipment. Contact Thompson Lightning Protection for specific applications.

- (a) Air Terminal Brace/Support. The existing air terminals are missing the supports. The existing air terminals are ½" diameter by 60" long, Thompson Lighting Protection Catalog Number 661-5. The air terminal brace shall be a 48" long galvanized tripod assembly, with legs adjustable to accommodate any roof slope. Cat. No. 83-5 meets these specifications.
- (b) Roof and Down Conductors. Roof and down conductors shall each have 32 strands of #17 tinned copper wire, 7/16" overall diameter, braided smooth twist, 65,500 circular mils, and at net weight of 215 pounds per 1,000 feet. Cat. No. 32 meets these specifications.
- (c) Cable Holder. Cable holders shall be ½" wide copper bent-strap type loops with 1/8" or 1/4" mounting holes. The cable holders shall be sized to accommodate the roof conductor. Cat. No. 165, or Cat. No. 166 meets these specifications.
- (d) Parallel Clamp. Parallel clamps/splicer shall be tinned die cast, 2" long clamps for connecting two conductors together, where conductors are of maximum diameter 5/8". Cat. No. 423B meets these specifications. Contact Thompson Lightning Protection for applications where larger size conductors are to be used.
- (e) Flexible Bonding Strap. Flexible bonding straps, for connecting steel doors to steel door frames, shall be braids each composed of 480 #30 copper wires, with flat bronze or copper connectors crimped on at each end. The connectors shall have holes to take either 5/16" or 3/8" machine screws.
- (f) Pipe Clamp. Pipe clamps shall be a U-bolt type pipe bonding clamp with cast bronze cable connection and stainless steel U-bolt. Cat. No. 802 meets these specifications.
- (g) Bonding Equipment. Bond the metal doorframe, junction boxes, air conditioner frame, metal louver frames, and any miscellaneous exterior metal objects to the ground ring or down conductors. Use the following equipment to perform the bonding:
 - (1) Bonding Lug. Bonding lugs shall be two-hole tongue, double compression grounding lugs suitable for use with the respective conductors. Burndy Type YGA, HYLUG Cat. No. YGA6C-2TC38E2G1 is suitable for use with #6 AWG solid copper secondary conductors and Burndy Type YGA, HYLUG Cat. No. YGA2C-2TC38 is suitable for use with #2 AWG solid copper secondary conductors and meets these specifications.

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- (2) Bonding Conductor/Secondary Conductor. Bonding conductor shall be #6 solid wire, bare soft drawn copper, 26,250 circular mils, net weight 80 pounds per 1,000 feet, or #2 solid wire, bare soft drawn copper 66,360 circular mils, net weight 201 pounds per 1,000 feet. Thompson Cat. No. 14X (#6 bare solid), or Thompson Cat. No. 32M (#2 bare solid) meets these specifications.
- (3) Connections to the ground ring shall be with exothermic weld type connections using the proper molds for the respective wire sizes.

CONSTRUCTION METHODS

- SITE PREPARATION. This work includes all labor, equipment, and material required to prepare the site and to provide power and telephone service to the equipment shelter, DME tower, Localizer antenna site, and other locations required for the systems in accordance with the Plans and manufacturer's recommendations. Interconnecting cables, material, and miscellaneous items between equipment, antennas, distribution units, etc. are also included. This work includes, but is not limited to the following:
 - (a) General site work including incidental excavation, grading, installing and leveling crushed stone, landscaping, seeding, and mulching as specified or shown in the Plans.
 - (b) The existing electric utility service for the Localizer/DME shelter is located approximately 2,700 feet from the existing Localizer/DME shelter. The existing service is a 120/240 VAC, single-phase, 3-wire system. A 240 VAC to 480 VAC step-up transformer is installed at the site of the existing service. The feed to the existing Localizer/DME shelter is 480 VAC, 2-wire with ground, single phase power. The existing 480 VAC power feed to the Localizer/DME shelter shall be disconnected. The existing 480 VAC feeder conductors shall be rerouted to a proposed electrical handhole near the existing Localizer/DME shelter, spliced to new power conductors and extended to the relocated Localizer/DME shelter as detailed on the Plans and in accordance with Item 108. Contractor shall provide all labor and materials as detailed on the Plans and specified herein, in order to provide a complete and operational power feed to the Localizer/DME Shelter at the relocated site. 480 VAC feeder circuit from the respective splice point to the relocated Localizer/DME shelter will be paid for under item AR108652 3/C #2 600 V UG Cable in UD.
 - (c) Wiring and connections to the existing main disconnect and 480 VAC to 120/240 VAC step-down transformer mounted on the Localizer/DME Shelter as detailed on the Plans and per manufacturer's recommendations; power to the Localizer antenna site and distribution unit including interconnections as required; power to the DME tower and accessories; all shelter electrical equipment, wiring, conduit, items, and material as shown in the Plans.
 - (d) Providing and installing coaxial cables, control cables, and interconnecting systems and circuits required.
 - (e) Providing and installing cable markers every 200 feet or at a change of direction.
 - (f) Relocating telephone service from the existing Localizer/DME shelter to the site of the relocated Localizer/DME shelter as detailed on the Plans and specified herein.

- (g) Construction of foundations for the Localizer antenna array and distribution unit, DME tower and tilt-down stand, and the equipment shelter with concrete step.
- (h) Relocating the equipment shelter.
- (i) Miscellaneous site work, such as landscaping, seeding, and other incidental items noted in the Plans and specifications.
- (j) Accomplishing all required utility connections.
- (k) Providing and installing the proposed ground check points in the size, form, and locations as required and in accordance to the manufacturer's recommendations, and as detailed in the Plans.
- (I) Obtaining all required licenses, permits, and certifications in order to relocate, install, FAA certify, and commission the Localizer and DME.
- (m) Site approval and documents/applications (FAA 7460-1, FCC 406) for the Localizer and the DME have previously been, or will be, submitted to the FAA and FCC by Hanson Professional Services Inc. and are not the Contractor's responsibility.
- (n) Removal and disposal of all miscellaneous material, handholes, ducts, cables, and all foundations in accordance with the Special Provisions and as shown in the Plans.

The above work shall be performed by the an approved Contractor regularly engaged in work of this type with the assistance of the Localizer/DME manufacturer. The above description shall not be construed as being all inclusive or restrictive.

127-3.2 REMOVAL OF EXISTING LOCALIZER, DME, AND SHELTER.

- (a) This work includes all labor, equipment, material, and miscellaneous items required to remove and relocate, the complete existing Localizer system, existing DME system, and existing equipment shelter, and to remove and dispose of the existing aggregate, rock, and all foundations and piers.
- (b) The Airport Manager shall, and must, be contacted before removal operations begin. This will enable him to issue NOTAMs and notify all applicable personnel and authorities. Removal/demolition activity shall not commence until permission has been received from the Airport. Any shutdown of existing systems shall be scheduled with and approved by the Airport Manager prior to shutdown. Once shut down, the circuits shall be labeled as such to prevent accidental energizing of the respective circuits. All personnel shall follow U.S. Department of Labor Occupational Safety & Health Administration (OSHA) 29 CFR Part 1910 Occupational Safety and Health Standards for electrical safety and lockout/tagout procedures including, but not limited to, 29 CFR Section 1910.147 The Control of Hazardous Energy (lockout/tagout).
- (c) The Contractor shall disconnect the telephone service at the existing Localizer/DME Shelter, prior to removal of the shelter, and coordinate work with the Airport Manager and the Resident Engineer.

- (d) The Contractor shall disconnect the power feed at the existing Localizer/DME Shelter, prior to removal of the shelter, and coordinate work with the Airport Manager and the Resident Engineer.
- (e) The Contractor shall excavate and remove the existing electrical handholes as detailed on the Plans. These electrical handholes include those located between the existing Localizer/DME shelter and the existing Localizer antenna array. The Contractor shall coordinate the removal of these handholes with the relocation work of the Localizer. The Contractor shall remove the respective electrical handholes and dispose of them off the airport site in a legal manner. The holes left from the electrical handhole removals shall be filled with earth material. The earth material shall be compacted to prevent any further settlement. The earth material shall be obtained from on the Airport site.
- (f) The Contractor shall excavate and remove the existing electrical ducts and cables located between the existing Localizer/DME shelter and the existing Localizer antenna array for Runway 2 as necessary to accommodate the runway extension and taxiway work. Ducts and cables located in areas not affecting the runway extension and taxiway work may be removed or abandoned in place. The Contractor shall dispose the materials off the airport site in a legal manner. The holes left from the excavated materials shall be filled with earth material. The earth material shall be compacted to prevent any future settlement. The earth material shall be obtained from on the Airport site.
- (g) All concrete, and other waste materials, from the removal/demolition, shall be disposed of off the Airport property in a legal manner. No additional compensation will be allowed.
- (h) All holes and disturbed areas will be filled, graded, properly prepared, and seeded, as applicable, in order to return these areas to normal airport conditions, and to the satisfaction of the Airport Manager. All excavation and trench settlement shall be corrected for a period of one year. No additional compensation allowed.
- INSTALLATION AND RELOCATION OF LOCALIZER, DME, AND SHELTER. This work includes all labor, equipment, material, and miscellaneous items required to relocate, install, make operational, and FAA commission a complete Localizer system and DME system including interface to the existing Remote Monitor Receivers and existing Remote Maintenance Monitor System.
 - (a) Manufacturer's Services. Provide the services of the Localizer/DME manufacturer's service personnel for assistance in the relocation of the Localizer and DME, the associated shelter, calibration, tune up, pre-flight check, FAA ground check, FAA flight check, certification, and other items as required to provide a complete, operational, and FAA commissioned Localizer and DME system. The Localizer/DME manufacturer's service personnel who will be performing technical adjustments and services required to make the system operational and commissioned, shall provide proof and verification of FAA certification, passing of applicable FAA exams, applicable FCC license, and factory certification of formal training on the respective equipment, upon request, at the pre-construction conference.

- (b) Concrete Work. Construction of concrete foundations and piers for the Localizer antenna array, DME, equipment shelter, and other associated equipment shall be in accordance with Item 610 Structural Portland Cement Concrete, per the respective equipment manufacturer's recommendation for the respective application, and as detailed on the Plans.
- (c) Electrical. The Contractor shall furnish and install all electrical materials necessary for complete and operational installation of the proposed relocation of the existing Localizer, DME, and equipment shelter, as detailed herein and as shown on the Plans. The complete installation and wiring shall be done in a neat, workmanlike manner. All electrical work shall comply with the requirements of NFPA 70 National Electrical Code (NEC) most current issue in force. Electrical equipment shall be installed in conformance with the respective manufacturer's directions and recommendations for the respective application. Any installations which void the UL listing, ETL listing, (or other third party listing), and/or the manufacturer's warranty of a device will not be permitted. Contractor shall keep a copy of the latest National Electrical Code in force on site at all times during construction for use as a reference.
- (d) Coordination. Contractor shall coordinate the relocation and installation of the Localizer, DME and equipment shelter with the Airport Manager and the Resident Engineer.
- (e) Locate Existing Underground Utilities and Cables. The location, size, and type of material of existing underground utilities indicated on the Plans are not represented as being accurate, sufficient or complete. It shall be the Contractor's responsibility to determine the actual location of all such facilities, including service connections to underground utilities. Prior to construction, the Contractor shall notify the utility companies of his operational Plans and shall obtain from the respective utility companies detailed information and assistance relative to the location of their facilities and the working schedule of the companies for removal or adjustment where required. In the event an unexpected utility interference is encountered during construction, the Contractor shall immediately notify the utility company of jurisdiction.

The Engineer shall also be immediately notified. Any such mains and services shall be restored to service at once and paid for by the Contractor at no additional cost to the Contract. Contact JULIE (Joint Utility Location Information for Excavation) for utility information, Telephone: 800.892.0123. Also contact the Airport Manager and/or respective airport personnel for assistance in locating underground airport cables and/or utilities. Contact FAA for assistance in locating FAA cables and utilities.

(f) Checkout. The checkout of the Localizer and DME, its components, and cable, shall conform to the requirements of the respective manufacturer's specification and its referenced standards and codes. The Contractor shall perform all necessary system checkout, calibration and performance tests prior to the FAA commissioning check flight. The Contractor shall furnish all equipment and personnel for these tests and all FAA checks required to fully commission the Localizer and DME. (g) Acceptance of System. The Contractor shall be responsible for proper relocation to provide a facility which is commissionable, determined by demonstration of compliance with the requirements of the US Standard Flight Inspection Manual, OAP 8200.1, Section 217 for Localizer Category I flight operations. The Contractor shall furnish a log sheet of recorded data of all significant electronic measurements required to obtain FAA certification of the system (FAA Form 198) in accordance with FAA Order 6750.15 or equal.

127-3.4 INSTALLATION OF CONDUITS.

- (a) Installation of conduit and ducts shall conform to Item 110 and as detailed herein.
- (b) Where galvanized rigid steel conduit is shown on the drawings, at exterior or interior locations, it shall be used without substitution.
- (c) Except where specified otherwise, conduit exposed to the weather, or below grade within five feet of the ground ring for the Localizer building/shelter or within five feet of the ground ring for the Localizer antenna array shall be galvanized rigid steel with threaded joints.
- (d) Conduit that is direct buried between the Localizer shelter and the Localizer antenna array and beyond five feet of the respective ground rings of the Localizer shelter and the Localizer antenna array shall be Schedule 40 PVC.
- (e) Except where otherwise specified, conduit used entirely indoors, in non-hazardous locations, shall be galvanized rigid steel or electrical metallic tubing (EMT). Compression type fittings shall be used with electrical metallic tubing.
- (f) Schedule 40 PVC conduit shall be used for grounding electrode conductors, and lightning protection conductors.
- (g) All conduit installed in Class I, Div. I or 2, Group D shall be suitable for installation in the respective hazardous areas. Where possible avoid installations in classified hazardous areas.
- (h) Minimum size of conduit shall be as detailed on the drawings or where required to be larger per NEC fill requirements. Each conduit run shall be installed complete before cable is pulled through.
- (i) All outdoor connections of conduit to enclosures shall be made with weatherproof hub fittings unless otherwise specified. Indoor connections of rigid conduit to enclosures shall be made with double locknuts and bushings. Refer to grounding section for disconnect switch conduit terminations.
- (j) Ends of conduits installed but not used, shall be closed with bushings and conduit caps. All underground conduit shall be temporarily plugged during construction to prevent entrance of foreign materials.
- (k) Wherever conduit from outdoors or underground enters an enclosure or junction box, either indoors or outdoors, seal space between conduit and cables with conduit/duct seal.

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- (I) Exposed conduit shall be installed parallel to or at right angles with equipment and building wall surfaces unless shown otherwise. Field bends shall be avoided where possible, and where necessary shall be made with approved hickey or conduit- bending device. Radius of field bends shall not be less than ten times the inside diameter of the conduit. Conduit shall be fastened securely to adjacent members or surfaces with galvanized clamps, straps, or other approved fasteners.
- (m) Make all joints in underground conduit watertight with approved joint compound. Temporarily plug conduit openings to exclude water, concrete, or any foreign materials during construction. Clean conduit runs before pulling conductors.
- (n) The Contractor shall install one #6 copper pull wire in underground duct or conduit, which is installed or utilized under this contract. This is in addition to all power or control cables installed under this contract. The pull wire shall be continuous through the duct or conduit, and shall extend five feet beyond each end of the duct or conduit.
- <u>INSTALLATION OF CABLES</u>. Installation of cables shall conform to Item 108, per the respective equipment manufacturer's recommendations, and as detailed on the Plans.
- INSTALLATION OF JUNCTION AND PULL BOXES. Use only screws, bolts, washers, etc. fabricated from rust resisting metals for the supporting of boxes. Install pull boxes in runs of conduit such that a total of 360 degrees in bends is not exceeded. Junction boxes shall be installed at all points in conduit runs where taps or splices are located. Boxes required by code or need which are not detailed on the Plans shall be considered incidental to the respective work item and will not be paid for separately.
- TELEPHONE SERVICE. The existing telephone service network interface point for the Localizer/DME shelter is located approximately 2,700 feet from the existing Localizer/DME shelter. A gopher resistant, jelly filled, 6-pair, #19 AWG solid annealed copper telephone communications cable is installed from the telephone service network interface point to the existing Localizer/DME shelter. The existing telephone cable to the Localizer/DME shelter shall be disconnected. The existing telephone cable shall be rerouted to a proposed electrical handhole near the existing Localizer/DME shelter, spliced to new telephone cable and extended to the relocated Localizer/DME shelter as detailed on the Plans and in accordance with Item 108.

Contractor shall provide all labor, materials, terminations, and proper connections of telephone lines as detailed on the Plans and specified herein, in order to provide a complete and operational telecommunication system to the Localizer/DME Shelter at the relocated site. Telephone cable from the respective splice point to the relocated Localizer/DME shelter will be paid for under item AR800933 Telephone Cable, Direct Bury. Contractor shall also coordinate the telephone service work with the Resident Engineer. Telephone service work shall include the following:

(a) Coordinating any temporary disconnection of telephone service with the Airport Manager, the serving telephone utility company, and/or the Resident Engineer.

- (b) Splicing existing telephone cable to new telephone cable and extending it to the Localizer/DME Shelter. Telephone communication cable shall be 6-pair, #19 AWG solid annealed copper telephone communications cable gopher resistant, jelly filled to resist moisture entry and to inhibit corrosion, suitable for direct burial and for use in duct, as specified under Item 108. Installation of telephone cable from the respective splice point to the relocated Localizer/DME Shelter will be paid for under Item AR800933 Telephone Cable, Direct Bury. Refer to Item 108 of the Special Provision Specs for additional information on this pay item.
- (c) Furnishing and installing galvanized rigid steel conduit sized as required, to the Localizer/DME Shelter at the relocated site, in conformance with the serving telephone company's requirements and as detailed herein. Telephone service conduit shall extend a minimum of 5 feet beyond the Localizer/DME shelter ground ring and shall be galvanized rigid steel conduit to conform to the requirements of FAA-STD-019e. Conduit shall be bonded to the buried ground ring at the relocated shelter as detailed on the Plans.
- (d) Additional work as required by serving telephone utility company and as required to provide a complete and operational telecommunication system for the Localizer and DME systems.
- GROUNDING. The Contractor shall furnish and install all grounding shown on the Plans as required/recommended by the respective Localizer/DME manufacturer, as required by FAA Std 019e and /or as may be necessary or required to make a complete grounding system as required by the latest National Electrical Code (NFPA 70) in force. The reliability of the grounding system is dependent on careful, proper installation and choice of materials. Improper preparation of surfaces to be joined to make an electrical path, loose joints or corrosion can introduce impedance that will seriously impair the ability of the ground path to protect personnel and equipment and to absorb transients that can cause noise in communications circuits. The following functions are particularly important to ensure a reliable ground system:
 - (a) All products associated with the grounding system shall be UL listed and labeled.
 - (b) All bolted or mechanical connections shall be coated with a corrosion preventative compound before joining, Sanchem Inc. "NO-OX-ID "A-Special" compound, Burndy Penetrox E, or equal
 - (c) All grounding conductors shall be properly sized as specified herein, as detailed on the Plans and/or per the NATIONAL ELECTRICAL CODE.
 - (d) Metallic surfaces to be joined shall be prepared by the removal of all non-conductive material, per 2008 NEC Article 250-12. All copper bus bars must be cleaned prior to making connections to remove surface oxidation.
 - (e) Metallic raceway fittings shall be made up tight to provide a permanent low impedance path for all circuits. Metal conduit terminations in enclosures shall be bonded to the enclosure with UL-listed fittings suitable for grounding. Provide grounding bushings with bonding jumpers for all metal conduits entering an enclosure through concentric or eccentric knockouts that are punched or otherwise formed so as to impair the electrical connection to ground. Standard locknuts or bushings shall not be the sole means for bonding where a conduit enters an enclosure through a concentric or eccentric knockout.

(f) Furnish and install ground rings, ground fields, guard wires, and/or ground rods at all locations where shown on the Plans. Ground rods shall be 3/4" diameter, 10 foot long, UL listed, copper clad with 10-mil minimum copper coating. Top of ground rods shall be a minimum of 30 inches below finish grade unless otherwise noted on the Plans. Grounding electrode conductors used in ground rings shall be installed a minimum of 42 inches below finished grade or at the frost line whichever is deeper as detailed on the Plans. Ground rods shall be spaced as detailed on the Plans and in no case spaced less than one rod length apart. All connections to ground rods and/or ground rings shall be made with one shot, exothermic weld type connectors, Cadweld by Erico Products, Inc., Solon, Ohio, (Telephone: 800.248.9353), Thermoweld by Continental Industries, Inc., Tulsa, Oklahoma, (Telephone: 918.663.1440), or Ultraweld by Harger, Grayslake, Illinois (Telephone: 800.842.7437). Exothermic weld connections shall be installed in conformance with the respective manufacturer's directions using molds as required for each respective application. Bolted connections will not be permitted at ground rods or at buried grounding electrode conductors.

In addition to the grounding work described herein and shown on the Plans, the Contractor shall test the made electrode ground field/ground ring with an instrument specifically designed for testing ground field systems. If ground resistance exceeds 10 Ohms, contact Resident Engineer for further direction. Copies of ground field test results shall be furnished to the Resident Engineer, upon request, for review and record purposes.

- (g) All connections, located above grade, between the different types of grounding conductors shall be made using UL listed double compression crimp type connectors or UL listed bolted ground connectors. For ground connections to enclosures, cases and frames of electrical equipment not supplied with ground lugs the Contractor shall drill required holes for mounting a bolted ground connector. All bolted ground connectors shall be Burndy, Thomas and Betts, or equal. Tighten connections to comply with tightening torques in UL Standard 486A to assure permanent and effective grounding.
- (h) All metallic non-current carrying parts of electrical equipment (including enclosures) and supporting structures installed under this Contract, whether used either for power or control, shall be grounded with an equipment-grounding conductor, whether or not shown on the Drawings. The grounding conductor shall be sized in accordance with the NEC, but shall be of larger gauge if so shown on the Drawings. In no case shall the equipment grounding conductor be smaller than #12 AWG, unless shown otherwise in the Plans.
- (i) A metallic service entrance conduit and any other power feeder conduit emerging from below grade and supplying power to another facility or system component shall terminate with grounding bushings at both ends. These requirements apply unless shown otherwise on the drawings.
- (j) All connections to the equipment to be grounded shall be made with a grounding connector specifically intended for that purpose. Connecting screws or mounting bolts and screws are not suitable for use as grounding connections. All ground lugs shall be of a non-corroding material suitable for use as a grounding connection, and must be compatible with the type of metal being grounded. Remove paint and other non-conducting materials from surfaces of grounding connections.

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- (k) The equipment ground wire from motors and equipment shall not be smaller than allowed by 2008 NEC Table 250-122 "Minimum Size Conductors or Grounding Raceway and Equipment". In no case shall ground wire be smaller than #12 AWG stranded copper. All equipment ground wires shall be copper either bare or insulated green in color. Where the equipment grounding conductors are insulated shall be identified by the color green and shall be the same insulation type as the phase conductors. Equipment ground wires shall be adequately protected from damage and shall have continuity with the service ground bus.
- (I) It is the intent of this specification that all equipment frames, metal enclosures housing electrical equipment, etc. have a continuous copper wire ground connection. Conduit and connectors will not be considered as adequate grounding.
- (m) Provide a positive ground bond for all outlet boxes, electrical equipment enclosures, grounding receptacles, etc. Install a grounding conductor in all wire and cable raceways. Ground conductor to have 600-Volt insulation and be identified by a continuous green color coating. They shall be used solely for grounding purposes and be entirely separate from white grounded neutral conductor, except at the supply side of service disconnecting means, where the grounding and neutral systems are to be connected to the service ground. The equipment-grounding conductor shall be installed in the same conduit as its related branch and/or feeder conductors, and shall be connected to the ground bus in the respective panelboard.
- (n) Provide all boxes for proposed outlets, switches, circuit breakers, etc. with grounding screws. Provide all panelboard, load center, etc., enclosures with grounding bars with individual screws, lugs, clamps, etc. for each of the grounding conductors that enter their respective enclosures.
- (o) All utility transformer bank grounds shall be installed in accordance with the utility company's recommendations and in accordance with the NEC.
- (p) Each and all grounded cases and metal parts associated with electrical equipment shall be tested for continuity of connection with the ground bus system by the Contractor in the presence of the Resident Engineer.
- (q) All exterior exposed metal conduit, where not electrically continuous because of manholes, handholes, splice cans, etc., shall be bonded to all other conduit in the respective duct run, and at each end, with a bare copper conductor as sized in conformance with 2008 NEC 250-102. Where metal conduits terminate in an enclosure (such as a motor control center, switchboard, etc.) where there is not electrical continuity with the conduit and the respective enclosure, provide a bonding jumper from the respective enclosure ground bus to the conduit sized per 2008 NEC 250-102. (Size to be based on the largest conductor entering the duct).

- (r) Install lightning protection down conductors and separate ground conductors in Schedule 40 or Schedule 80 PVC conduit or exposed where acceptable to local codes. Where lightning protection down conductors or individual ground conductors are run in PVC conduit, Do Not completely encircle conduit with ferrous and/or magnetic materials. Use non-metallic reinforced fiberglass strut support. Where metal conduit clamps are installed, use nylon bolts, nuts, washers and spacers to interrupt a complete metallic path from encircling the conduit. This is required to avoid girdling of ground conductors. Girdling of a ground conductor is the result of placing the conductor in a ring of magnetic material. This ring could be a metallic conduit, u-bolt or strut support pipe clamp, or other support hardware. The result of girdling ground conductors significantly increases the inductive impedance of the ground conductor. Inductive and capacitive impedance is a type of resistance that opposes the flow of alternating current. Any increase in the impedance of a ground conductor reduces its ability to effectively mitigate radio frequency noise in the ground system. The condition where a ground conductor is girdled during a lightning strike results in phenomena known as Surge Impedance Loading. Surge impedance loading is a result of voltage and current reaching 500,000 volts and 10,000 amps for a short duration. Girdling further increases the impedance at lightning frequencies of 100 kilohertz to 100 megahertz. At these power and frequency levels any increase in the impedance of the ground conductor must be controlled. During lightning discharge conditions a low inductive impedance path is more important than a low DC resistance path.
- (s) If local codes dictate that individual grounding conductors must be run in metal conduit or raceway, then the conduit or raceway must be bonded at each end of the run with a bonding jumper sized equal to the individual grounding conductor or as required by 2008 NEC 250-102. (Note the use of metallic conduit for an individual grounding conductor must be approved by the Engineer). Note this does not apply to AC equipment grounding conductors run with AC circuits.
- (t) All grounding system conductors shall turn toward the ground source when attaching to a home run. Minimum bending radius of ground conductors shall be 8". Sharp bends will not be allowed.
- (u) Bond the main electrical service neutral to ground at the main service disconnect. Bond the service neutral to ground at one location only per the National Electrical Code. A grounding connection shall not be made to any neutral circuit conductor on the load side of the service disconnecting means, except as permitted by 2008 NEC 250-24.
- INSTALLATION OF LIGHTNING PROTECTION SYSTEM. The proposed lightning protection system for the Localizer/DME shelter shall be installed per the requirements of the Standard for the Installation of Lightning Protection Systems Lightning Protection Code, National Fire Protection Association (NFPA 780), Underwriters Laboratories Master Labeled System (UL96A), Department of Transportation Federal Aviation Administration Standard FAA-STD-019e "LIGHTING AND SURGE PROTECTION, GROUNDING, BONDING AND SHIELDING REQUIREMENTS FOR FACILITIES AND ELECTRONIC EQUIPMENT", the respective equipment manufacturer's recommendations, and as detailed on the Plans.

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METHOD OF MEASUREMENT

The relocated Localizer and DME systems and associated equipment shelter, inspected, accepted, certified, and commissioned by the FAA and installed in accordance with the Plans and these Special Provisions with the interface to the remote maintenance and repair monitoring systems shall be paid for at the contract unit price per lump sum, as applicable, for Relocate Localizer.

BASIS OF PAYMENT

- 127-5.1 The following will not be included in this item for payment:
 - 1. 480 VAC feeder cable in unit duct from the respective splice point to the Localizer/DME Shelter as specified in Item AR108652, 3/C #2 600V UG cable in unit duct.
 - 2. 6 Pair #19 AWG Telephone Communications cable from the respective splice point to the Localizer/DME Shelter as specified in Item AR800933 Telephone Cable, Direct Bury (under Item 108).
 - 3. New electrical handholes as specified for Item AR110610.
 - 4. Aggregate base course and vapor barrier for proposed equipment shelter area and Localizer antenna array, paid under Items AR208606 and Item AR800968.
 - 5. Seeding as specified in Item AR901510.
 - 6. Mulching as specified in Item AR908510.
 - 7. Unclassified excavation for shelter foundation, DME antenna tower foundation, and Localizer antenna array and distribution unit foundations and areas as specified in Item ARI 52410.

The following will be paid under Item AR127961 Relocate Localizer:

- 1. Removal of the existing Localizer system, including foundations, antenna array piers, and waste material, in accordance with the Special Provisions and as shown in the Plans, and restoration of the site.
- 2. Removal of the existing DME system, including foundations, and waste material, in accordance with the Special Provisions and as shown in the Plans, and restoration of the site.
- 3. Removal of the Localizer/DME shelter and foundations in accordance with the Special Provisions and as shown in the Plans, and restoration of the site.
- 4. Removal of electrical handholes located between the existing Localizer/DME shelter and the existing Localizer antenna array, and restoration of the site.
- 5. Removal of the existing electrical ducts and cables located between the existing Localizer/DME shelter and the existing Localizer antenna array as necessary to accommodate the runway extension and taxiway work.
- 6. Disposal of items and materials in accordance with the Special Provisions.
- 7. Complete relocated Localizer system with interface to remote receiver monitor system and remote maintenance and repair monitoring equipment, all required testing, calibration, certification, commissioning, and any other associated materials and accessories required.
- 8. Complete relocated DME system, remote receiver monitor system, all required testing and calibration equipment, training services, remote maintenance and repair monitoring equipment, spare parts, and any other associated materials and accessories required.
- 9. Complete relocated Localizer/DME equipment shelter, with concrete and materials as required for shelter foundation, as specified in the special provisions and as shown on the Plans.

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- 10. All associated materials, conduits, cables, wiring, underground duct, grounding, lightning protection, and miscellaneous items required.
- 11. Locating all existing utilities associated with the removal and relocation work of the Localizer, DME, and Shelter.
- 12. All coordination.
- 13. Services of the Localizer/DME manufacturer's service personnel for assistance in the relocation of the Localizer and DME, the associated shelter, calibration, tune up, pre-flight check, FAA ground check, FAA flight check, certification, and other items as required to provide a complete, operational, and FAA commissioned Localizer and DME system.
- 14. Concrete as specified in Item 610.
- 15. Seeding as specified in Item 901.
- 16. Topsoiling as specified in Item 905.
- 17. Mulching as specified in Item 908.

All of the above work shall be included in Item AR127961 Relocate Localizer. No additional compensation will be allowed. Payment will be made at the Contract unit price for Relocate Localizer, lump sum. The unit price shall be full compensation for furnishing all materials, equipment, tools and labor to relocate, construct, test and accept the systems.

If, upon delivery and incorporation of any materials, the Contractor has failed to provide the necessary submittals as required by Sections 30-18, 40-01, 40-03 and 40-11 of the Standard Specifications, Supplemental Specifications and Special Provisions, the pay item shall not be included on the Contractor Progress Payment report until such submittals have been furnished.

Payments will be made under:

Item AR127961 Relocate Localizer - per lump sum.

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ITEM 150510

ENGINEER'S FIELD OFFICE

150510-1.1 This item shall consist of furnishing and maintaining in good condition, for the exclusive use of the Resident Engineer, a weatherproof building described hereinafter at the location approved by the Resident Engineer. Unless otherwise approved, the building shall be independent of any buildings used by the Contractor and all keys to the building shall be turned over to the Resident Engineer. The Resident Engineer will designate the location of the building and it shall remain on the work site until released by him. (Mobile units may be substituted with the approval of the Resident Engineer.)

DESCRIPTION

Engineer's Field Office, Type A - Type "A" field offices shall have a ceiling height of not less than seven (7) feet and a floor space of not less than three hundred and eighty (380) square feet. The office shall be provided with sufficient heat, natural and artificial light and air conditioning. Doors and windows shall be equipped with locks approved by the Resident Engineer. Suitable sanitary facilities meeting Federal, State, and local health department requirements shall be provided and maintained clean and in good working condition and shall be stocked with lavatory and sanitary supplies at all times during the period of the Contract. Should sanitary facilities that are an integral part of the office not be practicable, temporary toilet facilities shall be provided. The temporary facilities must be of a size to permit use by access-challenged persons. A separate facility for hand washing must also be available and maintained. Solid waste disposal consisting of two (2) waste baskets and an outside trash container of sufficient size to accommodate a weekly-provided pick-up shall be furnished.

In addition, the following equipment and furniture meeting the approval of the Resident Engineer shall be furnished:

- (a) One (1) desk (minimum 42" by 30") with three (3) non-folding chairs with upholstered seats and backs.
- (b) One (1) desk (minimum 42" by 30") with height adjustment (23" to 30") for computer use.
- (c) One (1) four-post drafting table (minimum $37\frac{1}{2}$ " by 48") and one (1) adjustable stool.
- (d) One (1) free standing file cabinet, legal size, four-drawer.
- (e) Four (4) folding chairs.
- (f) One (1) carbon dioxide fire extinguisher (ten pound rated capacity).
- (g) One (1) steel equipment cabinet (minimum 44" high by 24" wide by 30" deep) with lock, bolted to the office floor.
- (h) One (1) electric water cooler dispenser and supply of water bottles.
- (I) One (I) 2.5 cubic foot counter-top office refrigerator.
- (j) One (1) 800 watt, 0.8 cubic foot microwave oven.
- (k) One (1) electric tape printing calculator.
- (l) One (1) telephone and **three** (3) telephone lines (one (1) telephone line to have facsimile transmission capability).
- (m) One (1) automatic telephone answering machine.
- (n) One (1) plain paper memory laser facsimile machine (including maintenance and operating supplies).

- (o) One (1) photocopy machine (including maintenance and operating supplies) capable of collating, enlarging and reducing, and copying onto 8.5" by 11" and 11" by 17" size paper.
- (p) Two (2) 28-quart wastebaskets with 8-gallon trash bags.
- (q) One (1) first aid cabinet fully equipped.

BASIS OF PAYMENT

150510-3.1 The building fully equipped as specified herein will be paid for at the Contract unit price per lump sum for Engineer's Field Office. This price shall include all utility costs and shall reflect the salvage value of the building, equipment, and furniture which become the property of the Contractor after release by the Resident Engineer. All telephone calls within Area Code 815 and to Area Codes 217, 224, 312, 331, 630, 708, 773, 779 and 847 shall be included in the cost of the Engineer's Field Office. The Resident Engineer shall reimburse the Contractor for all long distance calls outside of these area codes.

Payment will be made under:

Item ARI 50510 Engineer's Field Office - per lump sum.

ITEM 150560

TEMPORARY THRESHOLD

<u>150560-1.1</u> This item shall consist of the installation of new lighting components and the modification of existing lighting components, and the maintenance and restoration thereof, for the temporary relocation of thresholds at the locations shown on the Plans.

The work shall include the following:

- Installation and removal of temporary "jumper" cables as needed to keep the Runway 2-20 Medium Intensity Runway Lights (Circuit A) in operation while a portion of the pavements are out of service. Staging of this work is noted in the Plans.
- Installation and removal of temporary stake mounted threshold lights and all required materials for their installation.
- Changing of light fixture lenses at the existing and temporary threshold locations and along the portion of the runway to remain open, as shown on the Plans.
- Restoration of all fixtures and cabling to their original location once the temporary threshold is no longer required in the Project.

Maintenance shall include all materials, equipment and labor necessary to keep the temporary threshold lighting operating as required.

EQUIPMENT AND MATERIALS

<u>150560-2.1</u> Cable and connections shall be in accordance with Item 108. The temporary cabling across the runway pavement shall be placed in galvanized rigid steel conduit, as specified in Item 110, to protect the cable from accidental damage by the passing of vehicles and Contractor's equipment.

Threshold lights and components shall be in accordance with Item 125.

CONSTRUCTION METHODS

- 150560-3.1 GENERAL. Placing and removal of the temporary threshold shall be scheduled to minimize closures of all airfield pavements. At any time, at least one Airport runway shall be available for aircraft operations during the performance of work under this item. Multiple crews shall be used if necessary to complete the work without disruption of traffic.
- 150560-3.2 <u>LIGHTING</u>. The Contractor shall install threshold fixtures at the locations shown in the Plans. These fixtures may be those to be used in subsequent Project work. The Contractor shall make all temporary connections necessary to restore the operation of the pavements at their temporarily reduced lengths.
- <u>I50560-3.3</u> <u>RELOCATION OF LENSES</u> The Contractor shall relocate existing filters or provide new lenses for fixtures as noted on the Plans. New lenses may be those to be used in subsequent Project work.

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150560-3.4 REMOVAL OF TEMPORARY THRESHOLD Upon completion of the specified work and when directed by the Resident Engineer, the temporary threshold lights and jumper cabling shall be removed and the runway and taxiway circuits shall be restored to their original operation. The Contractor shall relocate lenses to restore the fixture lense color scheme to the original operation.

METHOD OF MEASUREMENT

<u>I 50560-4.1</u> The installation and removal of the temporary threshold lighting shall be measured as a lump sum item completed and accepted by the Engineer.

BASIS OF PAYMENT

<u>150560-5.1</u> Payment for this item shall be at the Contract unit price as lump sum payment for the completed work. This price shall be full compensation for furnishing all material, for all preparation, assembly and installation of materials, for all removals, lighting, coverings, restoration and for all labor, equipment, tools and incidentals necessary to complete the item.

Costs associated with maintenance of the temporary threshold shall be considered incidental to the Contract and not included in the lump sum items below.

If, upon delivery and incorporation of any materials, the Contractor has failed to provide the necessary submittals as required by Sections 30-18, 40-01, 40-03 and 40-11 of the Standard Specifications, Supplemental Specifications and Special Provisions, the pay item shall not be included on the Contractor Progress Payment report until such submittals have been furnished.

Payment will be made under:

Item AR I 50560 - Temporary Threshold - per lump sum.

ITEM 152

EXCAVATION AND EMBANKMENT

Revise Item 152 of the Standard Specifications and Supplemental Specifications as follows:

152-1.1 DESCRIPTION. Add the following:

"For the purposes of Excavation and Embankment in this Project, this item is to be constructed for aircraft weighing 60,000 pounds or more (Modified Proctor standard)."

CONSTRUCTION METHODS

152-2.1 GENERAL. Add the following:

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

<u>I52-2.2</u> <u>EXCAVATION</u>. Add the following to the fourth paragraph:

"Borrow excavation shall be made from on-site at the location shown in the Plans or as directed by the Resident Engineer. The Resident Engineer shall determine the suitability of the borrow material prior to its incorporation into embankment.

"All material excavated under "Unclassified Excavation" and determined by the Resident Engineer to be unsatisfactory for use as embankment under paved areas shall be removed by the Contractor to an off-site disposal site. Haul and disposal of these unsuitable materials shall not be measured separately, but their haul and disposal shall be incidental to Unclassified Excavation.

"The Contractor will not be allowed to haul any materials across existing pavements, except at the location shown in the Plans, or to cross areas designated by the Airport Owner as used for agriculture or which have been seeded under this or previous contracts."

<u>152-2.3</u> <u>BORROW EXCAVATION</u>. Add the following:

"Borrow excavation shall be made from on-site at the location shown in the Plans or as directed by the Resident Engineer. The Resident Engineer shall determine the suitability of the borrow material prior to its incorporation into embankment."

Add:

<u>I52-2.15</u> <u>DUST CONTROL WATERING</u>. This Work shall consist exclusively of the control of dust from construction operations and not for use in the compaction of earth embankment.

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

METHOD OF MEASUREMENT

Add:

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

BASIS OF PAYMENT

Add:

Payment will be made under:

Item AR152410 Unclassified Excavation - per cubic yard.

Item AR I 52441 On-Site Borrow - per cubic yard.

<u>ITEM 156000</u>

EROSION CONTROL

Revise the Recurring Special Provision for Item 156000, Erosion Control as follows.

MATERIALS

156000-2.1 SILT FENCE. Delete the first paragraph of this Section and replace with the following:

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

Add:

<u>INLET PROTECTION</u>. Erosion control protection shall be provided for at existing drainage inlets at the locations shown in the Plans and as detailed in the Plans. The filter wrap shall be installed as shown, whose fabric conforms with the requirements of Section 156000-2. I in the Recurring Special Provision. The used filter wrap shall be disposed of off-site at a lawful disposal site when instructed by the Resident Engineer.

Add:

<u>I56000-2.7</u> <u>EROSION MAT - DITCH BOTTOM</u>. Mat shall be a permanent turf reinforcement mat made of a high-strength three-dimensional matting structure incorporated with a straw/coconut fiber matrix. The top, center and bottom nets shall be of black UV stabilized polypropylene material surrounding the 70% straw/30% coconut matrix material. The mat shall be North American Green SC250 Permanent Turf Reinforcement Mat, 14649 Highway 41 North, Evansville, Indiana 47725, 800.772.2040, e-mail: <u>customerservice@nagreen.com</u>, or approved equivalent.

CONSTRUCTION METHODS

Add:

156000-3.9 EROSION MAT - DITCH BOTTOM. The mat shall be installed at the locations shown on the Plans. The mat shall be held in place with metal pins or staples of the length and spacing recommended by the manufacturer, but in no event using 3/16-inch diameter steel bars not less than 12-inches long, pointed at one end and fabricated with a head retaining a 1.5-inch steel washer, and spaced at 3-foot intervals.

METHOD OF MEASUREMENT

Add:

156000-4.4 The number of inlet protection to be paid for shall be structure for which fabric protection is installed, maintained, and removed as shown in the Plans or as ordered by the Resident Engineer.

Add:

156000-4.5 The quantity of erosion mat - ditch bottom to be paid for shall be the area in square yards measured in place installed and maintained as shown in the Plans or as directed by the Resident Engineer.

BASIS OF PAYMENT

156000-5.1 Revise this Section to read:

"Payment will be made at the Contract unit price per linear foot for silt fence, the Contract unit price for each inlet protection, and the Contract unit price per square yard for erosion mat - ditch bottom. This price shall be full compensation for furnishing all materials, for all preparation and installation of these materials, maintenance through the project, and the removal and disposal of all materials, and for all labor, equipment, tools, and incidentals necessary to complete this item.

"If, upon delivery and incorporation of any materials, the Contractor has failed to provide the necessary submittals as required by Sections 30-18, 40-01, 40-03 and 40-11 of the Standard Specifications, Supplemental Specifications and Special Provisions, the pay item shall not be included on the Contractor Progress Payment report until such submittals have been furnished.

"Payment will be made under:

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

Item AS803013 Erosion Mat - Ditch Bottom - per square yard."

<u>RIPRAP</u>

Revise the Recurring Special Provision for Item I 56540 Riprap as follows:

156540-1.1 DESCRIPTION. Delete this paragraph and replace with the following:

"<u>156540-1.1</u> <u>DESCRIPTION</u>.

"This item shall consist of furnishing, transporting, and placing a protective course of stone (IDOT RR-4), minimum of 24 inches depth, laid as riprap on filter fabric, in the areas and at the locations shown on the Plans."

MATERIALS

156540-2.1 RIPRAP. Add the following:

"Stone for the riprap shall be Gradation RR-4, in accordance with IDOT Specifications."

CONSTRUCTION METHODS

156540-3.1 Delete the first paragraph and replace with the following:

"Prior to the placement of the riprap material, The Contractor shall undercut the designated area 24-inches below finished grade. The undercut material may be used as embankment fill material if it meets the requirements of Item 152 Excavation and Embankment. The riprap shall be 24-inches total depth."

BASIS OF PAYMENT

Payment will be made under:

Item AR I 56544	Riprap-Gradation No. 4 - per square yard.
	Riprap-Gradation No. 4 - per square yard.

AGGREGATE BASE COURSE

Revise Item 208 of the Standard Specifications and Supplemental Specifications as follows:

<u>208-1.1</u> <u>DESCRIPTION</u>. Delete this paragraph and replace with the following:

"This item shall consist of a granular base material composed of crushed coarse aggregate as specified. It shall be constructed on a prepared underlying course in accordance with these specifications and shall conform to the dimensions and the typical cross section shown on the Plans and with the lines and grades established by the Resident Engineer. Aggregate Base Course shall be placed in lifts of limited thickness as required in the Standard Specifications and to total uniform compacted thickness of 6-inches, as shown in the Plans."

MATERIALS

- 208-2.1 <u>UNCRUSHED COARSE AGGREGATE</u>. Delete this section.
- 208-2.3 GRADATION. Add the following:

"The gradation shall be Gradation B."

CONSTRUCTION METHODS

<u>208-3.5</u> <u>METHOD OF SPREADING</u>. Delete this section and replace with the following:

"208-3.5 METHOD OF SPREADING. The depositing and spreading of the material shall commence where designated and shall progress without breaks. The material shall be deposited and spread in lanes in a uniform layer and without segregation of size to such loose depth that, when compacted, the layer shall have the required thickness. The aggregate shall be spread by spreader boxes or other approved devices or methods that shall spread the aggregate in the required amount to avoid or minimize the need for re-handling the material and to prevent the rutting of the underlying subgrade. Hauling over the un-compacted material shall not be permitted.

"The aggregate material shall be placed on the underlying subgrade and vapor barrier in one lift of 6-inches. The aggregate, as spread, shall be of uniform gradation with no segregation or pockets of fine or coarse materials. No material shall be placed in snow or on a soft, muddy, or frozen underlying course.

"The Resident Engineer shall make tests to determine the relative and maximum density and the proper moisture content of the material, and this information will be available to the Contractor. The material shall have a satisfactory moisture content when rolling is started, and any minor variations prior to or during rolling shall be corrected by sprinkling or aeration, if necessary.

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

<u>208-3.6</u> <u>FINISHING AND COMPACTING</u>. Add the following after the first paragraph:

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

METHOD OF MEASUREMENT

208-4.1 Delete this section.

BASIS OF PAYMENT

<u>208-5.1</u> Delete this Section and replace with the following:

"208-5.1 BASIS OF PAYMENT. Payment shall be made at the Contract unit price per square yard, per each thickness indicated in the Plans, for Aggregate Base Course of material as specified in the Special Provisions. This price shall be full compensation for furnishing all materials and for all preparation, operations, hauling, and placing of these materials, for furnishing certified scales, and for all labor, equipment, tools, and incidentals necessary to complete the item.

"If, upon delivery and incorporation of any materials, the Contractor has failed to provide the necessary submittals as required by Sections 30-18, 40-01, 40-03 and 40-11 of the Standard Specifications, Supplemental Specifications and Special Provisions, the pay item shall not be included on the Contractor Progress Payment report until such submittals have been furnished.

"Payment will be made under:

"Item AR208606 6" Aggregate Base Course - per square yard."

CRUSHED AGGREGATE BASE COURSE

Revise Item 209 of the Standard Specifications and Supplemental Specifications as follows:

209-1.1 DESCRIPTION. Add the following:

"The Crushed Aggregate Base Course shall be placed upon a prepared subgrade in lifts of limited thickness as required in the Standard Specifications and to the total uniform compacted thicknesses shown in the Plans."

MATERIALS

209-2.3 GRADATION. Add the following:

"The gradation shall be Gradation B."

CONSTRUCTION METHODS

209-3.6 FINISHING AND COMPACTING. Add the following after the first paragraph:

"For the purpose of compaction control testing, this item is to be constructed for aircraft weighing 60,000 pounds or more (Modified Proctor standard)."

METHOD OF MEASUREMENT

<u>209-4.1</u> Delete this Section. Section 209-4.2 of the Supplemental Specifications shall be used.

BASIS OF PAYMENT

<u>209-5.1</u> Delete this Section and replace with the following:

"209-5.1 BASIS OF PAYMENT. Payment shall be made at the Contract unit price per square yard, per each thickness indicated in the Plans, for Crushed Aggregate Base Course. These prices shall be full compensation for furnishing all materials and for all preparation, operations, hauling, and placing of these materials, for furnishing certified scales, and for all labor, equipment, tools, and incidentals necessary to complete the item.

"If, upon delivery and incorporation of any materials, the Contractor has failed to provide the necessary submittals as required by Sections 30-18, 40-01, 40-03 and 40-11 of the Standard Specifications, Supplemental Specifications and Special Provisions, the pay item shall not be included on the Contractor Progress Payment report until such submittals have been furnished.

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"Payment will be made under:

"Item AR209606 Crushed Agg. Base Course - 6" - per square yard."

<u>ITEM 501002</u>

PORTLAND CEMENT CONCRETE PAVEMENT - METHOD II

(Over 1,500 and up to 15,000 Cubic Yards)

Revise the Standard Specifications for Item 501 and the Recurring Special Provision for Item 501002 as follows:

- 501-2.6 STEEL REINFORCEMENT. Delete this section and replace with the following:
 - "501-2.6 STEEL REINFORCEMENT. Reinforcement of panels as shown in the Plans shall be welded wire fabric of the size and dimensions shown in the Plans conforming to ASTM A185."
- 501-2.9 COVER MATERIAL FOR CURING. Delete this section and replace with the following:
 - "501-2.9 COVER MATERIAL FOR CURING. Curing materials shall be a <u>white pigmented</u> liquid membrane-forming compounds for curing concrete conforming to the requirements of ASTM C309, Type 2."
- 501-3.6(A) PROPORTIONS. Delete this Section in its entirety.
- 501-3.12 JOINTS. Add the following to (b) Installation:

"All joints shall be saw cut. Only diamond blade saws with water cooling and lubricating shall be used. No dry sawing or inserts will be allowed. Cost for saw cutting shall not be paid for separately but shall be incidental to concrete pavement.

"Protection of previously sawed joints from slip form operations shall be provided in the form of rubber mats or other means acceptable to the Resident Engineer."

501-3.14 SURFACE TEXTURE. Add the following:

"The Project Engineer will select the type of finish (brush/broom, burlap, astroturf, etc.) to be furnished on the pavement surface based upon the Contractor's selected construction method (sideform or slip-form) and the type of equipment to be employed."

501-3.16 SURFACE TEST. Add the following:

"The Contractor shall furnish the Resident Engineer with the size and type of straightedge required to check the pavement components as directed in the various sections of the Specifications."

501-3.21 OPENING TO TRAFFIC. Add the following:

"Prior to opening, the pavement shall be cleaned of all deleterious material. Sweeping shall be conducted in such a manner that dust will not affect operations at the Airport."

<u>501-5.2</u> Delete this section and replace with the following:

"Payment will be made under:

"Item AR501510 10" PCC Pavement - per square yard.

Item AR501530 PCC Test Batch - per each."

ITEM 501540

PCC PAVEMENT GROOVING

This item shall be provided in accordance with the Recurring Special Provision for Item 501540, PCC Pavement Grooving.

Payment will be made under:

Item AR501540 PCC Pavement Grooving - per square yard.

ITEM 605000

SILICONE JOINT SEALING FILLER

This item shall be provided in accordance with the Recurring Special Provision for Item 605000, Silicone Joint Sealing Filler.

Joint sawing and sealing for new PCC pavement shall be incidental to Item 501002, and no separate measurement or payment will be made for this work.

ITEM 610

STRUCTURAL PORTLAND CEMENT CONCRETE

This item shall be provided in accordance with the Standard Specifications and Supplemental Specification for Item 610, Structural Portland Cement Concrete.

No direct payment will be made for structural Portland cement concrete. The cost of furnishing and installing structural concrete shall be considered incidental to the Contract unit prices for the respective pay items utilizing the concrete.

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<u>ITEM 620</u>

PAVEMENT MARKING

Revise Item 620 of the Standard Specifications and Supplemental Specifications as follows:

MATERIALS

<u>620-2.2</u> <u>PAINT</u>. Add the following:

"Permanent white and yellow markings shall be of epoxy material. Permanent black and temporary white and yellow markings shall be of waterborne material."

CONSTRUCTION METHODS

620-3.7 PAVEMENT MARKING REMOVAL. Add the following:

"The use of black paint or other covering material shall not be approved as an acceptable method for the removal of pavement markings."

<u>620-3.8</u> <u>TEMPORARY PAVEMENT MARKING</u>. Add the following:

"Glass beads shall be required for temporary markings."

BASIS OF PAYMENT

620-5.1 Delete the last paragraph and replace with the following:

"Payment will be made under:

"Item AR620525	Pavement Marking-Black Border - per square foot.
Item AR620530	Pavement Marking-Epoxy - per square foot.
ItemAR620590	Temporary Marking - per square foot.
Item AR620900	Pavement Marking Removal - per square foot."

<u>ITEM 701</u>

PIPE FOR STORM SEWERS AND CULVERTS

Revise Item 701 of the Standard Specifications and Supplemental Specifications as follows:

MATERIALS

<u>701-2.1</u> <u>GENERAL</u>. Add the following:

"The type and class of pipe shall be as shown in the Plans, meeting IDOT Specifications.

"PVC storm sewer shall be ASTM D3034, SDR 35."

CONSTRUCTION METHODS

701-3.7 BACKFILLING. Add the following:

"No additional compensation will be allowed for backfill material required outside the limits of the specified trench width."

METHOD OF MEASUREMENT

701-4.1 METHOD OF MEASUREMENT. Add the following:

"Select granular material for trench backfill, as shown in the Plans, will not be measured but shall be included in the per linear foot price of the size and type of pipe installed.

"In areas were excavated earth material is used for backfill, as shown in the Plans, the Work shall not be measured for separate payment but shall be included in the linear foot price of the size and type of pipe installed."

BASIS OF PAYMENT

<u>701-5.1</u> BASIS OF PAYMENT. Delete the last paragraph and insert the following:

"Payment will be made under:

"Item AR701518

18" RCP, Class IV - per linear foot.

Item AS701008

8" PVC Storm Sewer - per linear foot."

PIPE UNDERDRAINS FOR AIRPORTS

Revise Item 705 of the Standard Specifications as follows:

<u>705-1.1</u> <u>DESCRIPTION</u>. Add the following:

"The underdrain pipe shall be wrapped with a filter fabric casing. A second Underdrain Trench Envelope surrounding the trench, with the underdrain pipe and the porous granular material (Porous Material No. 2), shall also be included. The Trench Envelope and Porous Material No. 2 shall not provided with portion of the underdrain placed within the granular drainage subbase layer (AR800971).

"This item shall also include the installation of concrete underdrain inspection holes, underdrain cleanouts and underdrain end sections, as shown in the Plans and as specified below.

"This item also includes the removal of existing underdrain pipe, fabric envelope and backfill material at the locations shown in the Plans and as directed by the Resident Engineer."

MATERIALS

- 705-2.1 GENERAL. Delete Sections 705-2.2 through 705-2.11.
- 705-2.12 CORRUGATED POLYETHYLENE (PE) TUBING AND IGS FITTINGS. Delete this Section and replace with the following:
 - "705-2.12 CORRUGATED POLYETHYLENE (PE) TUBING AND COUPLINGS AND FITTINGS.

 All underdrain shall be 6-inch perforated corrugated polyethylene (PE) pipe, **double wall** with a smooth inner surface, conforming to the requirements of AASHTO M 252, Type SP, Class 2. The underdrain shall be wrapped with a filter fabric casing, as noted in Section 705-2.13."
- 705-2.13 <u>FILTER FABRIC ENVELOPES FOR PERFORATED (PE) TUBING</u>. Delete this section and replace with the following:
 - "705-2.13 FILTER FABRIC CASING FOR PERFORATED (PE) TUBING. The fabric for encasing perforated corrugated polyethylene (PE) tubing may be either a knitted, woven or nonwoven fabric. The fabric casing shall be factory applied to the PE tubing. The filter fabric will not be measured separately but shall be included in the unit price for underdrain pipe.

"(a) Materials.

- (1) Knitted Fabric. Knitted fabric casing shall be an approved continuous one-piece knitted polyester material that fits over the PE tubing like a sleeve. It shall be knitted of continuous 150 denier polyester yarn and shall be free from any chemical treatment or coating that might significantly reduce porosity and permeability.
- (2) Woven or Nonwoven Fabric. The filaments for woven or nonwoven fabric shall be polypropylene, polyester, nylon or polyethylene. The filaments must be dimensionally stable (i.e., filaments must remain in relative position with respect to each other) and resistant to delamination. The filaments must be free from any chemical treatment or coating that might significantly reduce porosity and permeability. Nonwoven fabric may be needle punched, heatbonded, resin-bonded or combinations thereof.
- (3) The physical properties for both knitted and woven or nonwoven fabric shall conform to the following:

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

Physical Properties (Metric)	Knitted	Woven or Nonwoven
Minimum Weight (g/m²)	120 applied ASTM D3887 160 relaxed ASTM D3887	120 ASTM D-3776
Min. Wet Grab Tensile Strength (N)	225 ASTM D-4632	450 ¹ / ASTM D-4632
Grab Elongation @ Break (%)		20 min. ¹ / ASTM D-4632
Equivalent Opening Size (EOS No.)	600 μ m min. ^{2/} Corps of Engineers CW-022 5	$600 \mu \text{m}$ nonwoven $^{2/}$ $300 \mu \text{m}$ min. woven $^{2/}$
Burst Strength (PSI)	690 min. ^{2/} ASTM D-3887	

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

²/ Manufacturer's certification to meet test requirements.

"(b) <u>Handling and Storage</u>. The knitted fabric envelope shall be applied to the pipe underdrain in the shop so as to maintain a uniform applied weight. Woven and nonwoven fabric or underdrains with knitted fabric envelope shall be delivered to the jobsite in such manner as to facilitate handling and incorporation into the work without damage. Fabric envelope materials shall be stored in UV-resistant bags until just prior to installation. In no case shall the fabric be stored or exposed to direct sunlight that might significantly diminish its strength or toughness. Torn or punctured fabric envelope shall not be used."

705-2.15 POROUS BACKFILL. Add the following:

"Porous backfill material shall meet the requirements for "Porous Material No. 2" shown in Table 1, or shall conform to the requirements for IDOT CA-14 or IDOT CA-16."

Add:

<u>705-2.16</u> <u>CONCRETE</u>. Concrete for connections to drainage pipe and/or structures or other miscellaneous items shall conform to Item 610, Structural Portland Cement Concrete.

Add:

705-2.17 <u>ELASTOMERIC SEALS</u>. Elastomeric seals shall conform to the requirements of ASTM F 477.

Add:

<u>UNDERDRAIN TRENCH ENVELOPE</u>. The trench for the underdrain pipe and porous material shall be wrapped in a nonwoven filter fabric envelope. The trench fabric shall be Mirafi 140N, by TC Mirafi, or equal, meeting the specifications for nonwoven fabric listed in Section 705-2.13. Alternate fabrics may be submitted for consideration by the Engineer. The filter fabric shall not be measured separately but shall be included in the Contract unit price for underdrain pipe.

Add:

<u>UNDERDRAIN INSPECTION HOLE AND CLEANOUT</u>. Underdrain inspection hole and cleanout shall be as shown in the details and notes shown on the Plans. Concrete collar may be cast-in-place of concrete meeting Item 610 or pre-cast meeting IDOT Specifications for Class PC concrete. Pre-cast structures shall be from IDOT-approved sources. Frame and grate shall be as noted in the Plans. The area between the pipe and the frame opening shall be grouted and sealed with a cement mortar. Separate payment for the frame and grate, cement mortar and other incidentals shall not be made but shall be included in the unit price for inspection hole and cleanout.

Add:

<u>705-2.20</u> <u>UNDERDRAIN END SECTION</u>. The underdrain end section shall be pre-cast and constructed in accordance with the Plan and details. Materials shall be detailed in the Plan, shall meet IDOT Specifications, and shall be manufactured by IDOT-approved sources. The pipe opening shall be modified by the manufacturer to an eight-inch I.D. PVC storm sewer pipe.

Add:

705-2.21 REMOVE UNDERDRAIN. Existing underdrain pipe, granular material and fabric envelop shall be removed at the locations shown on the Plans and as directed by the Resident Engineer. Removed materials shall be disposed of off-site, with any haul and disposal costs incidental to the Contract unit price for Remove Underdrain.

CONSTRUCTION METHODS

705-3.3 LAYING AND INSTALLING PIPE. Delete paragraphs (a), (b) and (c) and replace with the following:

"Underdrains using **perforated** corrugated polyethylene tubing shall be constructed as follows:

- "(a) <u>Trench</u>. Trenches shall be excavated to the dimensions and grades required by the Plans or as directed by the Resident Engineer. In no case shall the width of trench exceed 12 inches. The trench depth shall include the 4-inch bedding to meet the pipe inverts shown on the Plans.
- "(b) <u>Trench Envelope Filter Fabric</u>. The fabric envelope shall be delivered to the jobsite in such a manner as to facilitate handling and incorporation in the Work without damage. Fabric envelope materials shall be stored in UV-resistant covering until just prior to installation. In no case shall the fabric be stored or exposed to direct sunlight that might significantly diminish its strength or toughness. Torn or punctured fabric envelope shall not be used.
 - "After all the necessary excavations of the trench to the required depth have been made, and the trench leveled and smoothed as shown in the Plans, the fabric shall be loosely rolled out in such a manner that the center of the fabric is at the centerline of the excavated trench."
 - "The fabric should not be stretched so that it will tear when the aggregate is placed. When several sections of fabric are used, the fabric shall overlap a minimum of 2 feet to assure continuity of the filter. Sufficient fabric shall remain uncovered to provide for fabric overlap at the top.
- "(c) <u>Pipe</u>. Prior to installing the pipe, a 4-inch layer of porous backfill meeting the requirements of Paragraph 2.15 shall be constructed in the bottom of the trench. Perforated, corrugated polyethylene tubing with filter fabric sock shall be seated in the porous backfill and held firmly in place, while porous backfill meeting the requirements of Paragraph 2.15 is carefully placed to a height of 5 inches <u>+</u> 1 inch above the tubing. After the first lift is compacted to the satisfaction of the Engineer, the remainder of the backfill shall be placed and compacted.

"Following the backfilling operation, the trench fabric envelop shall be lapped over the top and covered with another specified material.

"Perforated, corrugated polyethylene tubing shall be laid true to grade and shall not be stretched more than 5% during installation. The Contractor shall be required to establish control grade on the underdrain pipe to ensure the pipe is installed at the proper elevation. Contract grade elevations are to be provided to the Resident Engineer upon request."

- 705-3.4 MORTAR. Delete this section.
- 705-3.5 | OINTS IN CLAY OR CONCRETE PIPE. Delete this entire section.
- <u>705-3.6</u> <u>BACKFILLING</u>. Add the following:

"Backfilling for perforated underdrains shall be as detailed in the Plans,"

<u>705-3.7</u> <u>CONNECTIONS</u>. Add the following:

"Connections to concrete pipe or manholes shown on the Plans shall be sealed with structural Portland cement concrete, as specified in Item 610."

Add:

<u>705-3.9</u> <u>END SECTIONS AND CLEANOUTS FOR UNDERDRAINS</u>. End sections and cleanouts for underdrains shall be constructed in accordance with the applicable sections of Item 751 and Item 752.

METHOD OF MEASUREMENT

Add:

The number of underdrain cleanouts and underdrain end sections shall be the number of units for each type of structure installed complete in place and accepted.

Add:

The quantity of underdrain removed shall be the linear feet of underdrain pipe, and surrounding aggregate and fabric envelop, removed and accepted by the Resident Engineer, measured in place prior to removal.

BASIS OF PAYMENT

<u>705-5.1</u> <u>BASIS OF PAYMENT</u>. Revise this section as follows:

"Payment will be made at the Contract unit price per linear foot for pipe underdrain of the type, class, and size designated. The fabric wrap on the pipe and the trench filter fabric envelope will not be measured separately for payment but shall be included in the unit price for underdrain pipe. Porous Material No. 2 shall be paid at the Contract unit price per cubic yard for Porous Backfill No. 2. Underdrain cleanout and end section shall be paid at the Contract unit price per each type of structure installed and accepted by the Resident Engineer. Remove Underdrain shall be paid at the Contract unit price for underdrain removed as specified and accepted by the Resident Engineer. These prices shall be full compensation for furnishing all materials and for all preparation, hauling, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

"If, upon delivery and incorporation of any materials, the Contractor has failed to provide the necessary submittals as required by Sections 30-18, 40-01, 40-03 and 40-11 of the Standard and Special Provisions, the pay item shall not be included on the Contractor Progress Payment report until such submittals have been furnished.

"Payment will be made under:

"Item AR705412	Porous Backfill No. 2 - per cubic yard.
Item AR705506	6" Perforated Underdrain - per linear foot.
Item AR705640	Underdrain Cleanout - per each.
Item AR705900	Remove Underdrain - per linear foot.
Item AS705620	Underdrain End Section - per each."

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<u>ITE</u>M 751

MANHOLES, CATCH BASINS, INLETS AND INSPECTION HOLES

Revise Item 751 of the Standard Specifications and Supplemental Specifications as follows:

DESCRIPTION

751-1.1 Add the following to the first paragraph:

"This item shall also meet IDOT Specifications and AASHTO M 199 (ASTM C-478) for pre-cast drainage structures.

"This item shall also include the installation of a perforated riser with fittings to attach to 8-inch PVC storm sewer pipe at the locations shown in the Plans and as detailed in the Plans."

MATERIALS

<u>751-2.7</u> <u>STEPS</u>. Add the following to this Section:

"Steps made from weather resistant copolymer polypropylene, of the size detailed in the Plans, and meeting the requirements of ASTM C-478 and AASHTO M-199, may also be used. The polypropylene shall conform to ASTM D-4101; the 1/2-inch Grade 60 deformed reinforcing bar shall meet ASTM A-615.

Add:

PERFORATED RISER. This item shall be Hickenbottom HBI-10SL 10-inch slotted inlet intake, or approved equal, covered with a silt sock. The installation shall also include Hickenbottom HBI-0810 increaser, or approved equal, and Hickenbottom HBI-8BTN 8-inch blind tee fittings to allow for the connection of the perforated riser to 8-inch PVC storm sewer. The riser, silt sock and fittings shall be as detailed in the Plans; all items specified shall be included with the perforated riser. Riser and fittings shall be joined as recommended by the manufacturer.

BASIS OF PAYMENT

751-5.1 Add "perforated risers" to the list of structures in the first paragraph.

Add the following:

"If, upon delivery and incorporation of any materials, the Contractor has failed to provide the necessary submittals as required by Sections 30-18, 40-01, 40-03 and 40-11 of the Standard Specifications, Supplemental Specifications and Special Provisions, the pay item shall not be included on the Contractor Progress Payment report until such submittals have been furnished."

SPECIAL PROVISIONS CHICAGO-ROMEOVILLE AIRPORT (LOT) EXTEND RUNWAY 2-20; CONSTRUCT TAXIWAY TURNAROUND

AIP PROJECT NO. 3-I7-0140-B42 IDA PROJECT NO. LOT-3792

Delete the pay item listing and replace with the following:

"Payment will be made under:

"Item AR751411 Inlet - Type A - per each.

Item AS800987 Perforated Riser (10") - per each."

CONCRETE CULVERTS, HEADWALLS AND MISCELLANEOUS DRAINAGE STRUCTURES

Revise Item 752 of the Standard Specifications and Supplemental Specifications as follows:

DESCRIPTION

752-1.1 Add the following:

"This item shall also consist of the grating for end sections as detailed in the Plans. The Contractor shall coordinate the grating dimensions - including bolt hole locations - shown in the Plans with the construction of the flared end section."

MATERIALS

Add:

GRATING FOR FLARED END SECTION. Grating dimensions shall be as shown in the Plans. Structural steel shall conform to Section 1006.04 of the IDOT Specifications. Galvanized steel pipe shall conform to Section 1006.27 (b) of the IDOT Specifications. Nuts, bolts and washers shall be in accordance with Section 1006.27 (f) of the IDOT Specifications. All fabrication shall be completed prior to galvanizing. The Contractor shall coordinate the grating dimensions - including bolt hole locations - shown in the Plans with the construction of the flared end section."

METHOD OF MEASUREMENT

<u>752-4.1</u> <u>METHOD OF MEASUREMENT</u>. Add the following:

"The quantity of precast flared end section to be paid shall be the actual number of sections installed by the Contractor and accepted by the Resident Engineer, by size of end sections furnished.

"The quantity of grating for flared end section measured for payment shall be the actual number of gratings over one pipe end, installed by the Contractor and accepted by the Resident Engineer."

BASIS OF PAYMENT

<u>752-5.1</u> BASIS OF PAYMENT. Revise this section to read as follows:

"The accepted number of reinforced concrete end sections will be paid for at the Contract unit price per each, complete and in place. The accepted number of gratings for RCP at end sections will be paid for at the Contract unit price per each, complete and in place. These prices shall be full compensation for furnishing all materials and for all preparation, excavation, backfilling and placing of the materials; furnishing and installation of such specials and connections to pipes and other structures as may be required to complete the item as shown in the Plans; and for all labor, equipment, tools and incidentals necessary to complete the structure.

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"If, upon delivery and incorporation of any materials, the Contractor has failed to provide the necessary submittals as required by Sections 30-18, 40-01, 40-03 and 40-11 of the Standard and Special Provisions, the pay item shall not be included on the Contractor Progress Payment report until such submittals have been furnished.

"Payment will be made under:

"Item AR752418 Precast Reinforced Conc. FES 18" - per each.

Item AR752518 Grating for Conc. FES 18" - per each."

<u>RUNWAY CLOSURE MARKER - SET</u>

<u>GENERAL</u>

800932-1.1 This item shall consist of furnishing, placing, relocating and removing, when indicated in the Plans and Construction Staging Plan, manufactured re-usable temporary runway closure markers to indicate that a runway is closed for aircraft use. The marker set - for two ends of the runway, with matching storage bag - are to be placed as noted in the Plans and as directed by the Resident Engineer. The marker set and matching storage bag are to remain as the property of the Airport Owner at project completion.

MATERIALS

800932-2.1 The runway closure marker set (for two runway ends) and storage bag shall be durable lightweight vinyl coated windscreen material which provides a solid appearance clearly indicating a runway is closed for aircraft use at an airport. The design shall have been tested under actual runway conditions for civilian and military runways and meet the requirements of FAA Advisory Circular 150/5340-1H and FAR Part 139 requirements. The material shall be yellow with a visible enhanced black border, and mildew and ultraviolet resistant.

The material shall be manufactured by Neubert Aero Corporation Item 31900XB (for two runway ends) with matching storage bag, or approved equal. Source includes:

Neubert Aero Corporation
14141 46th Street N, Suite 1206
Clearwater, Florida 33762
Telephone: 727.538.8744
Facsimile: 727.538.8765

CONSTRUCTION METHODS

800932-3.1 The markers shall be placed on the runway as noted in the Plans and as directed by the Resident Engineer. The markers shall be secured in placed to resist blowing winds and weather using the methods and means recommended by the manufacturer. The Contractor shall install the markers, maintain the installation, relocate and reinstall as necessary, and remove the markers as required to complete the Work.

At project completion, the markers shall become the property of the Airport Owner. The Contractor shall deliver the markers in the matching storage bag to an on-Airport location designated by the Resident Engineer.

METHOD OF MEASUREMENT

800932-4.1 The quantities of markers measured for payment shall be the number of marker sets (for two runway ends and with matching storage bag) furnished, installed, relocated, removed and delivered to the Airport Owner and stored at an on-Airport location and accepted by the Resident Engineer. Separate measurement shall not be made for methods, means and materials necessary to secure the markers from wind and weather as recommended by the marker manufacturer.

BASIS OF PAYMENT

800932-5.1 Payment will be made at the Contract unit price per each of runway closure marker set (for two runway ends with matching storage bag) accepted and delivered to the Airport Owner, which price shall be full compensation for all materials, and the labor, equipment, tools and incidentals necessary to complete the item as specified.

If, upon delivery and incorporation of any materials, the Contractor has failed to provide the necessary submittals as required by Sections 30-18, 40-01, 40-03 and 40-11 of the Standard Specifications, Supplemental Specifications and Special Provisions, the pay item shall not be included on the Contractor Progress Payment report until such submittals have been furnished.

Payment will be made under:

Item AR800932 Runway Closure Marker-Set - per each.

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VAPOR BARRIER

GENERAL

800968-1.1 This item shall consist of furnishing and placing a vapor barrier between the prepared subgrade and aggregate base course at the locations designated on the Plans and as directed by the Resident Engineer.

MATERIALS

800968-2. I VAPOR BARRIER. The vapor barrier shall consist of rolled plastic sheeting, minimum eight (8) foot roll width, meeting the following properties:

Property	Required Value	Test Method
Thickness	16 mil (0.016 in)	ASTM D3767 Method A
Tensile Strength	68 lb./in	ASTM E154 *
Water Vapor Permeance	0.03 perms	ASTM E96 Method B *
Puncture Resistance	3,300 grams	ASTM D1709 *

^{*} ASTM E-1745 Requirements.

CONSTRUCTION METHODS

- 800968-3.1 PREPARING UNDERLYING COURSE. The underlying subgrade shall be checked and accepted by the Resident Engineer before placing and spreading operations are started. The subject shall be free of ruts, objects and debris.
- 800968-3.2 PLACING. The vapor barrier is to be placed in such a manner to minimize the number of overlapping sections of the sheeting. When overlapping is required the sections of sheeting are to be overlapped a minimum of six (6) inches. When sheeting is laid perpendicular to the direction of water flow the section of sheeting on the up slope side is to be placed on top to allow water to flow over the joint instead of into the joint. The sheeting shall be spread out in a manner that eliminates all wrinkles or bulges in the material.

METHOD OF MEASUREMENT

800968-4.1 The quantity of vapor barrier to be paid for under this item shall be the measured in place square yards of material placed and accepted. The measurements will be based on the outermost limits of the material placement, overlapped material shall not be paid for separately.

BASIS OF PAYMENT

800968-5.1 Payment will be made at the Contract unit price per square yard for vapor barrier completed and accepted. This price shall be full compensation for furnishing all materials and for all preparation and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item.

If, upon delivery and incorporation of any materials, the Contractor has failed to provide the necessary submittals as required by Sections 30-18, 40-01, 40-03 and 40-11 of the Standard Specifications, Supplemental Specifications and Special Provisions, the pay item shall not be included on the Contractor Progress Payment report until such submittals have been furnished.

Payment will be made under:

Item AR800968 Vapor I

Vapor Barrier - per square yard.

DIVISION V - TURFING

<u>ITEM 901</u>

SEEDING

Revise Item 901 of the Standard Specifications and Supplemental Specifications as follows:

901-1.1 DESCRIPTION. Delete the addition made in the Supplemental Specifications and add the following:

"Two differing seed mixtures are to be used, as shown in the Plans."

901-2.1 SEED. Delete the additions made in the Supplemental Specifications and add the following:

"The seeding mixture for Conservation Cover shall be:

"❖ Conservation Cover

"Minimum Amount of Common Name	Pure Live Seed Per Acre
Perennial Ryegrass Bouteloua Curtipendula (Side-Oats Gram Buffalo Grass (Cody or Bowie) [1] Fults Salt Grass (Fults pucinnellia distans) Oats - in Spring Only	20 Pounds na) 10 Pounds 5 Pounds 30 Pounds 50 Pounds
Total (115 Pou	65 Pounds ands in Spring Only)

"[1] Pure Live Seed to be used. Seed shall be primed with KNO₃ (Potassium Nitrate) to break dormancy and dyed to indicate such.

"Planting times shall be April I to June I5 and August I to November I. Seeding may be performed outside these dates provided the Contractor guarantees a minimum of 75 percent uniform growth over the entire seeded area after one growing season. The guarantee shall be submitted to the Resident Engineer in writing prior to performing the work. After one growing season, areas not sustaining 75 percent uniform growth shall be inter-seeded or reseeded, as determined by the Resident Engineer, at no additional cost to the Contract.

"The seeding mixture for grass seeding shall be:

"♦ (Grass) Seeding (IDOT Mixture IA)

"Minimum Amount of	
Common Name	<u>Pure Live Seed Per Acre</u>
Kentucky Bluegrass	60 Pounds
Perennial Ryegrass	20 Pounds
Audubon Red Fescue	20 Pounds
Rescue 911 Hard Fescue	20 Pounds
Fults Salt Grass	
(Fults pucinnellia distans)	60 Pounds
Total	180 Pounds

"Planting times shall be April 1 to June 15 and August 1 to November 1. Seeding may be performed outside these dates provided the Contractor guarantees a minimum of 75 percent uniform growth over the entire seeded area after one growing season. The guarantee shall be submitted to the Resident Engineer in writing prior to performing the work. After one growing season, areas not sustaining 75 percent uniform growth shall be inter-seeded or reseeded, as determined by the Resident Engineer, at no additional cost to the Contract.

"Seed shall not be placed on ground that is frozen or in any way in a condition that is detrimental to the seed.

"All legumes (clover, vetch, birdsfoot trefoil, lespedeza and alfalfa) shall be inoculated with the proper bacteria in the amounts and manner recommended by the manufacturer of the inoculant before sowing or being mixed with other seeds for sowing. The inoculant shall be furnished by the Contractor and shall be approved by the Resident Engineer. The seed shall be sown as soon as possible after inoculation and seed that has been standing more than 24 hours after inoculation shall be re-inoculated before sowing. If legumes are applied by hydro seeded, three times the normal amount of inoculant shall be used. The Contractor shall furnish the inoculant and the cost of furnishing same shall be included in the Contract unit price per acre for seeding of the mix specified.

"A sample of selected seed species shall be made available on request to the Resident Engineer for viability testing by the tetrazolium trichloride method, not less than 21 calendar days prior to planting.

"Seed mixtures shall contain the proportion of seed of individual species indicated in the planting design. Changes in seed mixtures must be approved by the Project Engineer.

"Seed of each species shall be individually packaged in suitable bags. The mixing of seed shall be performed by a certified seed specialist.

"All seeds shall be guaranteed by the Contractor to be true to name. All seeds shall have the proper pre-planting treatments, including stratification, scarification, treatment for dormancy and/or inoculation to promote good germination and growth, prior to any seeding.

"All seedings shall be planted at the specified rates, utilizing the specified species unless otherwise authorized by the Project Engineer.

"Areas shall be de-watered if necessary to accomplish any specified plantings. The method of dewatering shall be approved by the Resident Engineer.

"Measures to protect planted materials from grazing damage by wildlife shall be recommended and provided by the Contractor."

<u>901-2.2</u> <u>LIME</u>. Replace this Section with the following:

"901-2.2 LIME. Agricultural ground limestone shall be applied to the top three (3) inches of the seedbed at a rate of two (2) tons per acre covered. The limestone material shall meet the requirements of Article 1081.07 of IDOT Standard Specifications for Road and Bridge Construction, Illinois Department of Transportation, adopted January 1, 2007, as revised."

901-2.3 FERTILIZER. Add the following:

"Fertilizer shall be applied to areas designated for Conservation Cover and grass seeding, with 270 pounds per acre furnished at 1:1:1 ratio as follows:

Nitrogen Fertilizer Nutrients

Phosphorus Fertilizer Nutrients

90 pounds per acre
90 pounds per acre
90 pounds per acre
90 pounds per acre

"The fertilizer shall be incorporated into the soil to a depth of not less than three (3) inches.

<u>901-3.1</u> <u>ADVANCE PREPARATION AND CLEANUP</u>. Add the following sentence to the second paragraph:

"Soil shall be prepared to have clods no more than $1\,\%$ inches on any side to ensure adequate seed-soil contact."

Add the following paragraphs:

"Final grading and site preparation must be inspected and approved by the Resident Engineer prior to any planting.

"Soil moisture shall exist throughout the area to be seeded from one inch to at least five inches below the surface at the time of planting. The required moisture content of the soil may be estimated by the hand-squeeze test. The soil should form a tight cast when squeezed in the hand. The cast should break into two pieces without crumbling and without leaving water on the hand after casting.

"Seedbed preparation shall commence as soon as practicable prior to planting. After preparation, these areas shall be protected from erosion.

"All spontaneous vegetation that becomes established after final grading shall be cultivated and/or removed prior to planting. No herbicides shall be used, unless accepted by the Resident Engineer.

"The proposed seeding method shall be stated by the Contractor. The seeding method shall result in a uniform distribution and complete coverage of the entire area to be seeded. If seed drilling is proposed, the seeder shall have an adjustable gate opening provided uniform flow and shall drop the seed directly into place on the prepared seed bed. If the broadcast method is used, within eight hours of seeding, all seeded areas should be rolled at right angles to the slope with a roller, cultipacker or hand tamped to compact the seedbed. Any areas broadcasted shall be sufficiently rolled or tamped to assist proper germination. All seeding equipment shall be calibrated to ensure the proper flow of seeds to deliver the specified quantities. The Contractor shall use only seeding equipment that is designed to plant grasses.

"All seeding shall be provided within the planting seasons stated in Section 901-2.1, unless season mixes are prior approved by the Project Engineer and conditions are acceptable for seeding as noted in Section 901-2.1.

"Installation and maintenance of erosion control measures pertinent to seeding shall be the responsibility of the Contractor. Erosion control measures which may be damaged and/or removed by the Contractor during planting and related work shall be replaced by the Contractor.

"If on-site conditions change or are otherwise altered due to circumstances beyond the control of the Contractor, the Owner, and/or the Project Engineer, such that the Specifications and/or drawings are no longer valid, the Contractor shall notify the Resident Engineer so that remedial measures may be undertaken."

901-3.4 MAINTENANCE OF SEEDED AREAS. Add the following:

"The Contractor shall be required to establish a stand of grass in areas designated for grass seeding and a vegetative cover over the areas designated for Conservation Cover."

901-4.1 METHOD OF MEASUREMENT. Delete this Section in its entirety and replace with the following:

"901-4.1 METHOD OF MEASUREMENT. The quantity of Conservation Cover, liming and fertilizing to be paid for shall be the number of acres with Conservation Cover seeding mixture completed and accepted, regardless of the application rate or method of application.

"The quantity of Seeding, liming and fertilizing to be paid for shall be the number of acres with grass seeding mixture completed and accepted, regardless of the application rate or method of application.

"The quantity of water utilized for seed bed preparation, maintenance of the seeded and covered areas and water used as a carrier for seed in hydraulic seeding operations, if used, shall be considered incidental to seeding or cover and will not be measured for payment."

901-5.1 BASIS OF PAYMENT. Delete this Section in its entirety and replace with the following:

"901-5.1 BASIS OF PAYMENT. The quantity, determined as provided in Section 901-4.1, will be paid for at the Contract unit price per acre, or fraction thereof, for seeding by type of mixture (grass seeding or Conservation Cover), which price and payment shall be full compensation for furnishing and placing all material and for all labor, equipment, tools, and incidentals necessary to complete the Work in this item as specified.

"Water utilized for bed preparation and maintenance of the seeded or covered areas shall be incidental to the Contract prices for seeding or conservation cover.

"Payment will be made under:

"Item AR901510 Seeding - per acre.

Item AR800937 Conservation Cover - per acre."

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TOPSOILING

Revise Item 905 of the Standard Specifications as follows:

DESCRIPTION

905-1.1 Add the following:

"Topsoil shall be stripped from cut areas and below proposed pavements and stockpiled outside of the grading limits. Topsoil shall also be removed from existing on-site topsoil stockpiles identified by the Resident Engineer. Topsoil shall be utilized in shoulders adjacent to proposed pavements. In addition, the surface of all disturbed areas shall be covered with a layer of topsoil, as needed, to facilitate drainage and the growth of turf.

"No separate payment for stockpiling or excavation from the stockpile. Costs associated with this work shall be incidental to Item 152."

CONSTRUCTION REQUIREMENTS

905-3.4 PLACING TOPSOIL. Delete the first sentence of the first paragraph and replace with the following sentence:

"The topsoil shall be evenly spread on the prepared areas to receive seeding to a uniform depth of four (4) inches after compaction. Topsoil for sodded areas shall be a uniform depth of 3.5 inches to allow for the sod thickness. The Contractor shall adjust the topsoil depth based upon the thickness of the sod actually used.

"Rutted or damaged areas due to construction and other areas graded as a part of this Contract shall have topsoil spread as required to facilitate drainage and turfing."

BASIS OF PAYMENT

905-5.1 Add the following:

"If, upon delivery and incorporation of any materials, the Contractor has failed to provide the necessary submittals as required by Sections 30-18, 40-01, 40-03 and 40-11 of the Standard Specifications, Supplemental Specifications and Special Provisions, the pay item shall not be included on the Contractor Progress Payment report until such submittals have been furnished."

"Payment will be made under:

"Item AR905510 Topsoiling (From On Site) - per cubic yard."

905-5.2 Delete this Section.

<u>ITEM 908</u>

MULCHING

Revise Item 908 of the Standard Specifications and Supplemental Specifications as follows:

DESCRIPTION

908-1.1 Add the following:

"Material used for mulching in areas planted in grass seeding shall be manufactured mulch, applied hydraulically as provided in the Standard and Supplemental Specifications.

"Material used for mulching in areas planted in Conservation Cover shall be shredded straw, applied and secured as otherwise provided in the Standard and Supplemental Specifications."

MATERIALS

908-2.1 MULCH MATERIAL. Delete subparagraphs (a), (c), (d), (e), (f) and (h).

Add the following:

"Material used for mulching in areas planted in grass seeding shall be manufactured mulch, applied hydraulically as provided in the Standard and Supplemental Specifications.

"Material used for mulching in areas planted in Conservation Cover shall be shredded straw, applied and secured as otherwise provided in the Standard and Supplemental Specifications."

CONSTRUCTION METHODS

908-3.3 CARE AND REPAIR. Delete subparagraphs (c) and (d).

BASIS OF PAYMENT

Payment will be made under:

Item AR908510 Mulching - per acre.





