

11A

RETURN WITH BID

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

Letting June 17, 2011

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

NOTICE TO PROSPECTIVE BIDDERS

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

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



Illinois Department of Transportation
DIVISION OF AERONAUTICS

Contract No. WA064
Waukegan Regional Airport
Waukegan, Illinois
Lake County
Illinois Project No. UGN-4076
Federal Project No. 3-17-0105-B51

For engineering information, contact Ronald M. Hudson, AICP of Hanson Professional Services, Inc. at (630) 990-3800, Ext. 6211.

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

PLEASE MARK THE APPROPRIATE BOX BELOW:

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

INSTRUCTIONS

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

WHO CAN BID?: Bids will be accepted from only those companies that request and receive written **Authorization to Bid** from IDOT's Central Bureau of Construction. To request authorization, a potential bidder must complete and submit Part B of the Request for Authorization to Bid/or Not For Bid Status form (BDE 124 INT) and submit an original Affidavit of Availability (BC 57).

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

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

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

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

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

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

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



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of _____

Taxpayer Identification Number (Mandatory) _____ a

for the improvement officially known as:

(a) Waukegan Regional 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:

Perimeter Fence Installation, Phase 1

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

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

3. **COMPLETION TIME/LIQUIDATED DAMAGES.** 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 70 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 Contract Amount		Daily Charges	
From More Than	To and Including	Calendar Day	Work Day
\$ 0	\$ 100,000	\$ 375	\$ 500
100,000	500,000	625	875
500,000	1,000,000	1,025	1,425
1,000,000	3,000,000	1,125	1,550
3,000,000	5,000,000	1,425	1,950
5,000,000	10,000,000	1,700	2,350
10,000,000	And over	3,325	4,650

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

RETURN WITH BID

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

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

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

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

The following provisions shall govern combination bidding:

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

RETURN WITH BID

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

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

Schedule of Combination Bids

Combination No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

8. SCHEDULE OF PRICES. The undersigned submits herewith, in accordance with the rules and instructions, a schedule of prices for the items of work for which bids are sought. The unit prices bid are in U.S. dollars and cents, and all extensions and summations have been made. The bidder understands that the quantities appearing in the bid schedule are approximate and are provided for the purpose of obtaining a gross sum for the comparison of bids. If there is an error in the extension of the unit prices, the unit prices shall govern. Payment to the contractor awarded the contract will be made only for actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as provided elsewhere in the contract.

9. AUTHORITY TO DO BUSINESS IN ILLINOIS. Section 20-43 of the Illinois Procurement Code (30 ILCS 500/20-43) provides that a person (other than an individual acting as a sole proprietor) must be a legal entity authorized to do business in the State of Illinois prior to submitting the bid.

10. The services of a subcontractor will or may be used.

Check box Yes

Check box No

For known subcontractors with subcontracts with an annual value of more than \$25,000, the contract shall include their name, address, and the dollar allocation for each subcontractor.

11. EXECUTION OF CONTRACT. The Department of Transportation will, in accordance with the rules governing Department procurements, execute the contract and shall be the sole entity having the authority to accept performance and make payments under the contract. Execution of the contract by the Chief Procurement Officer or the State Purchasing Officer is for approval of the procurement process and execution of the contract by the Department. Neither the Chief Procurement Officer nor the State Purchasing Officer shall be responsible for administration of the contract or determinations respecting the performance or payment there under except as otherwise permitted in the Illinois Procurement Code.

STATE JOB #- - - -

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - WA064

ECMS002 DTGECM03 ECMR003 PAGE 1
 RUN DATE - 04/29/11
 RUN TIME - 222928

COUNTY NAME	CODE	DIST	AIRPORT NAME	FED PROJECT	ILL PROJECT
LAKE	097	01	WAUKEGAN REGIONAL	3-17-0105-B51	UG-N -4076

*** PART 1 ***

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AR108051	POWER CABLE IN UNIT DUCT	L.F.	331.000 X		=		
AR109535	ELECTRIC SERVICE ENTRANCE	L.S.	1.000 X		=		
AR110014	4" DIRECTIONAL BORE	L.F.	121.000 X		=		
AR150510	ENGINEER'S FIELD OFFICE	L.S.	1.000 X		=		
AR151450	CLEARING AND GRUBBING	ACRE	1.100 X		=		
AR152499	UNCLASSIFIED EXCAVATION (LS)	LS	1.000 X		=		
AR156510	SILT FENCE	L.F.	2,365.000 X		=		
AR208606	6" AGGREGATE BASE COURSE	S.Y.	58.000 X		=		
AR501604	4" PCC SIDEWALK	S.F.	296.000 X		=		
AR800944	CL. E FENCE 10' BARB W/2' BUR. GA	L.F.	5,270.000 X		=		
AR800945	CLASS E FENCE 8' GALV	L.F.	895.000 X		=		
AR800946	CL. E FEN.10' W/O BARB 2' BUR.GAL	L.F.	1,667.000 X		=		
AR800948	28' MANUAL SLIDING GATE GALV	EACH	4.000 X		=		
AR800949	10' PEDESTRIAN GATE GALV	EACH	1.000 X		=		
AR800959	REMOVE ISOLATED TREE	EACH	14.000 X		=		

WAUKEGAN REGIONAL
LAKE

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER - WA064

ECMS002 DTGECM03 ECMR003 PAGE 2
RUN DATE - 04/29/11
RUN TIME - 222928

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AR800960	REMOVE STUMP	EACH	14.000 X		=		
AR800961	12" HDPE DRAIN. PIPE W/CONC. COLL	EACH	1.000 X		=		
AR800969	SECONDARY POWER DISTRIBUTION	L.S.	1.000 X		=		
AR800991	REMOVE FENCE	L.F.	3,835.000 X		=		
AR901510	SEEDING	ACRE	5.400 X		=		
AR905510	TOPSOILING (FROM ON SITE)	C.Y.	64.000 X		=		
AR908510	MULCHING	ACRE	5.400 X		=		
				SUBTOTAL PART 1		\$	

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

WAUKEGAN REGIONAL
LAKE

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER - WA064

ECMS002 DTGECM03 ECMR003 PAGE 3
RUN DATE - 04/29/11
RUN TIME - 222928

*** PART 2 ALT A ***

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AS800946	CL. E FEN. 10' W/O BARB 2' BUR GA	L.F.	603.000 X			=	
AS800947	28' ELECTRICAL SLIDING GATE GALV	EACH	2.000 X			=	
SUBTOTAL PART 2 ALT A						\$	

WAUKEGAN REGIONAL
LAKE

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER - WA064

ECMS002 DTGECM03 ECMR003 PAGE 4
RUN DATE - 04/29/11
RUN TIME - 222928

*** PART 2 ALT B ***

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AT800962	CL. E FEN 10' W/O BARB 2' BUR VIN	L.F.	603.000 X			=	
AT800963	28' ELECTRICAL SLIDING GATE VINYL	EACH	2.000 X			=	

SUBTOTAL PART 2 ALT B \$
CONTRACT - WA064

SUMMARY OF TOTAL ALTERNATES		
	DOLLARS	CTS
TOTAL PART 1	\$	
TOTAL PART 2 ALT A	\$	
TOTAL PART 2 ALT B	\$	

SUMMARY OF TOTAL ALTERNATE GROUPINGS		
	DOLLARS	CTS
TOTAL PARTS 1&2 ALT A	\$	
TOTAL PARTS 1&2 ALT B	\$	

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

WAUKEGAN REGIONAL
LAKE

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER - WA064

ECMS002 DTGECM03 ECMR003 PAGE 5
RUN DATE - 04/29/11
RUN TIME - 222928

NOTE:

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

RETURN WITH BID

THE PRECEDING SCHEDULE OF PRICES MUST BE

COMPLETED AND RETURNED.

RETURN WITH BID

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

I. GENERAL

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

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

C. In addition to all other remedies provided by law, failure to comply with any assurance, failure to make any disclosure or the making of a false certification shall be grounds for the chief procurement officer to void the contract, or subcontract, and may result in the suspension or debarment of the bidder or subcontractor.

II. ASSURANCES

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

A. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

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

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

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

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

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

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

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

RETURN WITH BID

B. Negotiations

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

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

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

C. Inducements

1. The Illinois Procurement Code provides:

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

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

D. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

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

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

E. Reporting Anticompetitive Practices

1. The Illinois Procurement Code provides:

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

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

F. Confidentiality

1. The Illinois Procurement Code provides:

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

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

I. Insider Information

1. The Illinois Procurement Act provides:

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

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

RETURN WITH BID

III. CERTIFICATIONS

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

A. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

B. Felons

1. The Illinois Procurement Code provides:

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

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

C. Debt Delinquency

1. The Illinois Procurement Code provides:

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

RETURN WITH BID

D. Prohibited Bidders, Contractors and Subcontractors

1. The Illinois Procurement Code provides:

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

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

E. Section 42 of the Environmental Protection Act

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

F. Educational Loan

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

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

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

G. Bid-Rigging/Bid Rotating

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

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

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

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

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

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

RETURN WITH BID

H. International Anti-Boycott

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

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

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

I. Drug Free Workplace

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

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

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

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

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

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

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

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

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

J. Disclosure of Business Operations in Iran

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

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

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

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

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

Check the appropriate statement:

Company has no business operations in Iran to disclose.

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

RETURN WITH BID

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

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

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

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

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

The undersigned business entity certifies that it has registered as a business with the State Board of Elections and acknowledges a continuing duty to update the registration in accordance with the above referenced statutes. A copy of the certificate of registration shall be submitted with the bid. The bidder is cautioned that the Department will not award a contract without submission of the certificate of registration.

These requirements and compliance with the above referenced statutory sections are a material part of the contract, and any breach thereof shall be cause to void the contract under Section 50-06 of the Illinois Procurement Code. These provisions do not apply to Federal-aid contracts.

RETURN WITH BID

M. Lobbyist Disclosure

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

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

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

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

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

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

Or

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

Name and address of person: _____

All costs, fees, compensation, reimbursements and other remuneration paid to said person: _____

RETURN WITH BID

IV. DISCLOSURES

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

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

B. Financial Interests and Conflicts of Interest

1. Section 50-35 of the Illinois Procurement Code provides that bids of more than \$25,000 shall be accompanied by disclosure of the financial interests of the bidder. This disclosed information for the successful bidder, will be maintained as public information subject to release by request pursuant to the Freedom of Information Act, filed with the Procurement Policy Board, and shall be incorporated as a material term of the contract. Furthermore, pursuant to Section 5-5, the Procurement Policy Board may review a proposal, bid, or contract and issue a recommendation to void a contract or reject a proposal or bid based on any violation of the Procurement Code or the existence of a conflict of interest as provided in subsections (b) and (d) of Section 50-35.

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

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

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

2. Disclosure Forms. Disclosure Form A is attached for use concerning the individuals meeting the above ownership or distributive share requirements. 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.**

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

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

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

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

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

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

RETURN WITH BID

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

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

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

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

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

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

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

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Code (30 ILCS 500). Vendors desiring to enter into a contract with the State of Illinois must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for bids in excess of \$25,000, and for all open-ended contracts. **A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.**
The current salary of the Governor is \$177,412.00.

DISCLOSURE OF FINANCIAL INFORMATION

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

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

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

(a) State employment, currently or in the previous 3 years, including contractual employment of services.
 Yes____ No____ If your answer is yes, please answer each of the following questions.

- Are you currently an officer or employee of either the Capitol Development Board or the Illinois State Toll Highway Authority? Yes____ No____
- Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, provide the name of the State agency for which you are employed and your annual salary.

RETURN WITH BID

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

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

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

- 1. Is your spouse or any minor children currently an officer or employee of the Capital Development Board or the Illinois State Toll Highway Authority? Yes _____ No _____
- 2. Is your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, provide the name of your spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary.

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

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

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

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

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

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

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

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

RETURN WITH BID

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

3. Communication Disclosure.

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

Name and address of person(s): _____

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

Name of person(s): _____

Nature of disclosure: _____

APPLICABLE STATEMENT

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

Completed by: _____ Date _____
Signature of Individual or Authorized Officer

NOT APPLICABLE STATEMENT

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

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

_____ Date _____
Signature of Authorized Officer

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

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

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

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Act (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for bids in excess of \$25,000, and for all open-ended contracts.

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

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

Yes _____ No _____

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

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

THE FOLLOWING STATEMENT MUST BE CHECKED

<input type="checkbox"/>	<hr style="width: 100%;"/> Signature of Authorized Representative	<hr style="width: 10%;"/> Date
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RETURN WITH BID

SPECIAL NOTICE TO CONTRACTORS

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

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

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

RETURN WITH BID

Contract No. WA064
Waukegan Regional Airport
Waukegan, Illinois
Lake County
Illinois Project No. UGN-4076
Federal Project No. 3-17-0105-B51

PART II. WORKFORCE PROJECTION - continued

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

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

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

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

PART III. AFFIRMATIVE ACTION PLAN

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

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

Company _____ Telephone Number _____

Address _____

NOTICE REGARDING SIGNATURE

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

Signature: [] _____ Title: _____ Date: _____

- Instructions: All tables must include subcontractor personnel in addition to prime contractor personnel.
Table A - Include both the number of employees that would be hired to perform the contract work and the total number currently employed (Table B) that will be allocated to contract work, and include all apprentices and on-the-job trainees.
Table B - Include all employees currently employed that will be allocated to the contract work including any apprentices and on-the-job trainees currently employed.
Table C - Indicate the racial breakdown of the total apprentices and on-the-job trainees shown in Table A.

RETURN WITH BID

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

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

- A. By the execution of this proposal, the signing bidder certifies that the bidding entity has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. This statement made by the undersigned bidder is true and correct under penalty of perjury under the laws of the United States.
- B. CERTIFICATION, EQUAL EMPLOYMENT OPPORTUNITY
- (a) Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
Yes_____ No_____
- (b) If your answer is yes, have you filed with the Joint Reporting Committee, the Director of OFCC, any Federal agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements of those organizations? Yes_____ No_____
- C. BUY AMERICAN - STEEL AND MANUFACTURED PRODUCTS FOR CONSTRUCTION CONTRACTS
- (a) The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program (AIP).
- (b) Any and all steel products used in the performance of this contract by the Contractor, subcontractors, producers, and suppliers are required to adhere to the Illinois Steel Products Procurement Act, which requires that all steel items be of 100 percent domestic origin and manufacture. Any products listed under the Federal Aviation Administration's (FAA) nationwide approved list of "Equipment Meeting Buy American Requirements" shall be deemed as meeting the requirements of the Illinois Steel Products Procurement Act.
- (c) The successful bidder will be required to assure that only domestic steel and domestically manufactured products will be used by the Contractor, subcontractors, producers, and suppliers in the performance of this contract. The North American Free Trade Agreement (NAFTA) specifically excluded federal grant programs such as the AIP. Therefore, NAFTA does not change the requirement to comply with the Buy American requirement in the Act. Exceptions to this are for products, other than steel, that:
- (1) the FAA has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
 - (2) the FAA has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the public interest;
 - (3) the FAA has determined that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent; or
 - (4) the FAA has determined, under the Aviation Safety and Capacity Expansion Act of 1990,
 - (i) the cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components of the facility or equipment, and
 - (ii) final assembly of the facility or equipment has occurred in the United States.

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

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

RETURN WITH BID

D. NPDES CERTIFICATION

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

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

The Airport Owner or its Agent will:

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

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

E. 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.

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

RETURN WITH BID

NOTICE TO BIDDERS

1. **TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway in Springfield, Illinois until 10:00 o'clock a.m., June 17, 2011. 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:

Perimeter Fence Installation, Phase 1
3. **INSTRUCTIONS TO BIDDERS.**
 - (a) This Notice, the invitation for bids, proposal and award shall, together with all other documents in accordance with Article 10-15 of the Illinois Standard Specifications for Construction of Airports, become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.
 - (b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.
4. **AWARD CRITERIA AND REJECTION OF BIDS.** This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the proposal and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to readvertise the proposed improvement, and to waive technicalities.
5. **PRE-BID CONFERENCE.** There will be a pre-bid conference held at N/A at the Waukegan Regional Airport administration building. For engineering information, contact Ronald M. Hudson, AICP of Hanson Professional Services, Inc. at (630) 990-3800, Ext. 6211.
6. **DISADVANTAGED BUSINESS POLICY.** The DBE goal for this contract is 9.6%.
7. **SPECIFICATIONS AND DRAWINGS.** The work shall be done in accordance with the Illinois Standard Specifications for Construction of Airports, the Illinois Division of Aeronautics Supplemental Specifications and Recurring Special Provisions, the Special Provisions dated April 22, 2011 and the Construction Plans dated April 22, 2011 as approved by the Department of Transportation, Division of Aeronautics.
8. **INSPECTION OF RECORDS.** The Contractor shall maintain an acceptable cost accounting system. The Sponsor, the FAA, and the Comptroller General of the United States shall have access to any books, documents, paper, and records of the Contractor which are directly pertinent to the specific contract for the purposes of making an audit, examination, excerpts, and transcriptions. The Contractor shall maintain all required records for three years after the Sponsor makes final payment and all other pending matters are closed.
9. **RIGHTS TO INVENTIONS.** All rights to inventions and materials generated under this contract are subject to Illinois law and to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

RETURN WITH BID

10. TERMINATION OF CONTRACT.

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

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 70 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.

RETURN WITH BID

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

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

The Internet is the Department's primary way of doing business. The subscription server e-mails are an added courtesy the Department provides. It is suggested that the bidder check IDOT's website at <http://www.dot.il.gov/desenv/delett.html> before submitting final bid information.

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

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



(1) Policy

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

(2) Obligation

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

(3) Project and Bid Identification

Complete the following information concerning the project and bid:

Route Waukegan Regional Airport

Section _____

Project UGN-4076

County Lake County

Letting Date June 17, 2011

Contract No. WA064

Letting Item No. 11A

Total Bid _____

Contract DBE Goal 9.6% _____

(Percent) (Dollar Amount)

(4) Assurance

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

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

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

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

Disadvantaged Business Participation _____ percent

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

Company

By _____

Title _____

Date _____

The "as read" Low Bidder is required to comply with the Special Provision.

Submit only one utilization plan for each project. The utilization plan shall be submitted in accordance with the special provision.

Bureau of Small Business Enterprises **Local Let Projects**
2300 South Dirksen Parkway Submit forms to the
Springfield, Illinois 62764 Local Agency

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

RETURN WITH BID

**Contract No. WA064
Waukegan Regional Airport
Waukegan, Illinois
Lake County
Illinois Project No. UGN-4076
Federal Project No. 3-17-0105-B51**

PROPOSAL SIGNATURE SHEET

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

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

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

Name and Address of All Members of the Firm:

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

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

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



Sponsor _____ Item No. _____

IL Proj. No. _____ AIP Proj. No. _____ Letting Date _____

KNOW ALL MEN BY THESE PRESENTS, That We _____

as PRINCIPAL, and _____

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

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

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

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

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

PRINCIPAL

SURETY

(Company Name)

(Company Name)

By _____
(Signature & Title)

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

Notary Certification for Principal and Surety

STATE OF ILLINOIS,
County of _____

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

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

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

My commission expires _____

Notary Public

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

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

PROPOSAL ENVELOPE



PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

Name:
Address:
Phone No.

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

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

NOTICE

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

CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

NOTICE

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

**Contract No. WA064
Waukegan Regional Airport
Waukegan, Illinois
Lake County
Illinois Project No. UGN-4076
Federal Project No. 3-17-0105-B51**



Illinois Department of Transportation

SUBCONTRACTOR DOCUMENTATION

Public Acts 96-0795 and 96-0920, enacted substantial changes to the provisions of the Illinois Procurement Code (30 ILCS 500). Among the changes are provisions affecting subcontractors. The Contractor awarded this contract will be required as a material condition of the contract to implement and enforce the contract requirements applicable to subcontractors approved in accordance with Section 60-01 of the Illinois Standard Specifications for Construction of Airports.

If the Contractor seeks approval of subcontractors to perform a portion of the work, and approval is granted by the Department, the Contractor shall provide a copy of the subcontract to the Chief Procurement Officer within 20 calendar days after execution of the subcontract.

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

RETURN WITH SUBCONTRACT

STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

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

The certifications hereinafter made by the subcontractor are each a material representation of fact upon which reliance is placed should the Department approve the subcontractor. The chief procurement officer may terminate or void the subcontract approval if it is later determined that the bidder or subcontractor rendered a false or erroneous certification.

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

A. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

B. Felons

1. The Illinois Procurement Code provides:

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

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

RETURN WITH SUBCONTRACT

C. Debt Delinquency

1. The Illinois Procurement Code provides:

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

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

D. Prohibited Bidders, Contractors and Subcontractors

1. The Illinois Procurement Code provides:

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

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

E. Section 42 of the Environmental Protection Act

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

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

Name of Subcontracting Company		
_____		_____
Authorized Officer		Date

RETURN WITH SUBCONTRACT

SUBCONTRACTOR DISCLOSURES

I. DISCLOSURES

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

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

B. Financial Interests and Conflicts of Interest

1. Section 50-35 of the Illinois Procurement Code provides that all subcontracts with a total value of \$25,000 or more from subcontractors identified in Section 20-120 of the Illinois Procurement Code shall be accompanied by disclosure of the financial interests of the subcontractor. This disclosed information for the subcontractor, will be maintained as public information subject to release by request pursuant to the Freedom of Information Act, filed with the Procurement Policy Board, and shall be incorporated as a material term of the Prime Contractor's contract. Furthermore, pursuant to this Section, the Procurement Policy Board may recommend to allow or void a contract or subcontract based on a potential conflict of interest.

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

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

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

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

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

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

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

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

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

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

RETURN WITH SUBCONTRACT

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

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

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

ILLINOIS DEPARTMENT OF TRANSPORTATION

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

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Code (30 ILCS 500). Subcontractors desiring to enter into a subcontract of a State of Illinois contract must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for subcontracts with a total value of \$25,000 or more, from subcontractors identified in Section 20-120 of the Illinois Procurement Code, and for all open-ended contracts. A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.

DISCLOSURE OF FINANCIAL INFORMATION

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

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

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

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

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

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

RETURN WITH SUBCONTRACT

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

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

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

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

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

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

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

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

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

RETURN WITH SUBCONTRACT

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

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

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

3. Communication Disclosure.

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

Name and address of person(s): _____

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

Name of person(s): _____
Nature of disclosure: _____

APPLICABLE STATEMENT

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

Completed by: _____
Signature of Individual or Authorized Officer Date

NOT APPLICABLE STATEMENT

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

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

Signature of Authorized Officer Date

RETURN WITH SUBCONTRACT

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B
Subcontractor: Other Contracts & Procurement Related Information Disclosure

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Act (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for subcontracts with a total value of \$25,000 or more, from subcontractors identified in Section 20-120 of the Illinois Procurement Code,, and for all open-ended contracts.

DISCLOSURE OF OTHER CONTRACTS, SUBCONTRACTS, AND PROCUREMENT RELATED INFORMATION

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

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

THE FOLLOWING STATEMENT MUST BE CHECKED

Form with a checkbox and lines for Signature of Authorized Officer and Date

DIVISION OF AERONAUTICS

FEDERAL CONTRACT PROVISIONS

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.

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

AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

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.

TRADE RESTRICTION CLAUSE

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

- a. is not owned or controlled by one or more citizens 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.

CERTIFICATION OF NONSEGREGATED FACILITIES - 41 CFR PART 60-1.8

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

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

VETERAN'S PREFERENCE

In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) 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.

ACCESS TO RECORDS AND REPORTS

The Contractor shall maintain an acceptable cost accounting system. The Sponsor, the FAA, and the Comptroller General of the United States shall have access to any books, documents, paper, and records of the Contractor which are directly pertinent to the specific contract for the purposes of making an audit, examination, excerpts, and transcriptions. The Contractor shall maintain all required records for three years after the Sponsor makes final payment and all other pending matters are closed.

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.

ENERGY CONSERVATION REQUIREMENTS

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

CLEAN AIR AND WATER POLLUTION CONTROL

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.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION

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

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

APPENDIX A

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

AREA COVERED (STATEWIDE)

Goals for Women apply nationwide.

GOAL

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

APPENDIX B

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

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

APPENDIX B (CONTINUED)

<u>Economic Area</u>	<u>Goal (percent)</u>
084 Champaign - Urbana, IL:	
SMSA Counties:	
1400 Champaign - Urbana - Rantoul, IL - IL - Champaign	7.8
Non-SMSA Counties -	4.8
IL - Coles, Cumberland, Douglas, Edgar, Ford, Piatt, Vermilion	
085 Springfield - Decatur, IL:	
SMSA Counties:	
2040 Decatur, IL - IL - Macon	7.6
7880 Springfield, IL - IL - Mendard, Sangamon	4.5
Non-SMSA Counties	4.0
IL - Cass, Christian, Dewitt, Logan, Morgan, Moultrie, Scott, Shelby	
086 Quincy, IL:	
Non-SMSA Counties	3.1
IL - Adams, Brown, Pike MO - Lewis, Marion, Pike, Ralls	
087 Peoria, IL:	
SMSA Counties:	
1040 Bloomington - Normal, IL - IL - McLean	2.5
6120 Peoria, IL - IL - Peoria, Tazewell, Woodford	4.4
Non-SMSA Counties -	3.3
IL - Fulton, Knox, McDonough, Marshall, Mason, Schuyler, Stark, Warren	
088 Rockford, IL:	
SMSA Counties:	
6880 Rockford, IL - IL - Boone, Winnebago	6.3
Non-SMSA Counties -	4.6
IL - Lee, Ogle, Stephenson	
098 Dubuque, IA:	
Non-SMSA Counties -	0.5
IL - JoDaviess IA - Atlamakee, Clayton, Delaware, Jackson, Winnesheik WI - Crawford, Grant, Lafayette	
099 Davenport, Rock Island, Moline, IA - IL:	
SMSA Counties:	
1960 Davenport, Rock Island, Moline, IA - IL - IL - Henry, Rock Island IA - Scott	4.6
Non-SMSA Counties -	3.4
IL - Carroll, Hancock, Henderson, Mercer, Whiteside IA - Clinton, DesMoines, Henry, Lee, Louisa, Muscatine MO - Clark	

APPENDIX B (CONTINUED)

<u>Economic Area</u>	<u>Goal (percent)</u>
107 St. Louis, MO: SMSA Counties: 7040 St. Louis, MO - IL - IL - Clinton, Madison, Monroe, St. Clair MO - Franklin, Jefferson, St. Charles, St. Louis, St. Louis City	14.7
Non-SMSA Counties - IL - Alexander, Bond, Calhoun, Clay, Effingham, Fayette, Franklin, Greene, Jackson, Jasper, Jefferson, Jersey, Johnson, Macoupin, Marion, Montgomery, Perry, Pulaski, Randolph, Richland, Union, Washington, Wayne, Williamson MO - Bollinger, Butler, Cape Girardeau, Carter, Crawford, Dent, Gasconade, Iron, Lincoln, Madison, Maries, Mississippi, Montgomery, Perry, Phelps, Reynolds, Ripley, St. Francois, St. Genevieve, Scott, Stoddard, Warren, Washington, Wayne	11.4

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.

DISADVANTAGED BUSINESS ENTERPRISES

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

CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS

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

1.1 Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

1.2 Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

1.4 Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

1.5 Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

1.6 Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

DAVIS BACON LABOR PROVISIONS

(1) Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by 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 therefore only when the following criteria have been met:

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

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

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

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

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

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

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

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

(2) Withholding.

The Federal Aviation Administration 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.

(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.

(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 (3)(i) above 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.

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

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

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

(4) Apprentices and Trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the

applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

(5) Compliance with Copeland Act Requirements.

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

(6) Subcontracts.

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

(7) Contract Termination: Debarment.

A breach of these contract clauses paragraphs (1) through (10) of this section may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR Part 5.12.

(8) Compliance with Davis-Bacon and Related Act Requirements.

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

(9) Disputes Concerning Labor Standards.

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

(10) Certification of Eligibility.

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

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

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

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

(1) Overtime requirements:

No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, 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 paragraph (1) above, the Contractor and any subcontractor responsible therefore shall be liable for the 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, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) above, 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 paragraph (1) above.

(3) Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any 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 paragraph (2) above.

(4) Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) 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 paragraphs (1) through (4) of this section.

(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.

EQUAL EMPLOYMENT OPPORTUNITY - 41 CFR PART 60-1.4(b)

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

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

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

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

4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, 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 procedure authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provision, 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.

EQUAL EMPLOYMENT OPPORTUNITY SPECIFICATION

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.
 - c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractors may have taken.
 - d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
 - f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreements; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - h) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

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

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

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - Title 49 CFR Part 29

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction" "debarred" "suspended" "ineligible" "lower tier covered transaction" "participant" "person" "primary covered transaction" "principal" "proposal" and "voluntarily excluded" as used in this clause have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12540. You may

contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Transaction", provided by the department or agency entering into this covered transaction without modification in all lower covered transactions and in all solicitations for lower covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List (Tel. #).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 8 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
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.

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

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

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

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.

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.

ILLINOIS DEPARTMENT OF TRANSPORTATION
DIVISION OF AERONAUTICS

STATE REQUIRED CONTRACT PROVISIONS

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

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

DISADVANTAGED BUSINESS POLICY

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."

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

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

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

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

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

SPECIAL PROVISION FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

Effective: September 1, 2000

Revised: January 1, 2010

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

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

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

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

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR: This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. This determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the

work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform **9.6%** of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set forth in this Special Provision:

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

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

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

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

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

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

efforts, in other words, efforts done as a matter of form, are not good faith efforts; rather, the bidder is expected to have taken genuine efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

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

b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable.

Also, the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.
 - (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
 - (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
 - (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that the bidder has failed to meet the requirements of this Special Provision and that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons why good faith efforts have not been found.
- (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after receipt of the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). Deposit of the request in the United States mail on or

before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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

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

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

- (a) No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen

Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.

- (b) The Contractor must notify and obtain written approval from the Department's Bureau of Small Business Enterprises prior to replacing a DBE or making any change in the participation of a DBE. Approval for replacement will be granted only if it is demonstrated that the DBE is unable or unwilling to perform. The Contractor must make every good faith effort to find another certified DBE subcontractor to substitute for the original DBE. The good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the original DBE, to the extent needed to meet the contract goal.
- (c) Any deviation from the DBE condition-of-award or contract specifications must be approved, in writing, by the Department. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract.
- (d) In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
 - (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
 - (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
 - (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonably competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.
- (e) Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A, must be signed and submitted.
- (f) If the commitment of work is in the form of additional tasks assigned to an existing subcontract, then a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (g) All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the Participation Statement. The Contractor shall not terminate for convenience a DBE listed in the Utilization Plan and then perform the work of the terminated DBE with its own forces, those of an affiliate or those of another subcontractor, whether DBE or not, without first obtaining the written consent of the Bureau of Small Business Enterprises to amend the Utilization Plan. The Contractor shall notify the Bureau of Small Business Enterprises of any termination for reasons other than convenience, and shall obtain approval for inclusion of the substitute DBE in the Utilization Plan. If good faith efforts following a termination of a DBE for cause are not successful, the Contractor shall contact the Bureau of Small Business Enterprises and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Bureau of Small Business Enterprises will evaluate the good faith efforts in light of all circumstances surrounding the performance status of the contract, and determine whether the contract goal should be amended.
- (h) The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Regional Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (j) of this part.
- (i) The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.

- (j) Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of “Good Faith Effort Procedures” of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department.

CONSTRUCTION CONTRACT PROCUREMENT POLICIES

TABLE OF CONTENTS

SECTION 1

Proposal Requirements and Conditions

SUB-SECTION

1-01 ADVERTISEMENT (Notice to Bidders)	69
1-02 PREQUALIFICATION OF BIDDERS	69
1-03 CONTENTS OF PROPOSAL FORMS	69
1-04 ISSUANCE OF PROPOSAL FORMS	70
1-05 INTERPRETATION OF QUANTITIES IN BID SCHEDULE	70
1-06 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE	70
1-07 PREPARATION OF THE PROPOSAL	70
1-08 REJECTION OF PROPOSALS	71
1-09 PROPOSAL GUARANTY	71
1-10 DELIVERY OF PROPOSALS	71
1-11 WITHDRAWAL OF PROPOSALS	71
1-12 PUBLIC OPENING OF PROPOSALS	71
1-13 DISQUALIFICATION OF BIDDERS	71
1-14 WORKER'S COMPENSATION INSURANCE	71

SECTION 2

Award and Execution of Contract

SUB-SECTION

2-01 CONSIDERATION OF PROPOSALS	72
2-02 AWARD OF CONTRACT	72
2-03 CANCELLATION OF AWARD	72
2-04 RETURN OF PROPOSAL GUARANTY	72
2-05 REQUIREMENT OF PERFORMANCE AND PAYMENT BONDS	72
2-06 EXECUTION OF CONTRACT	72
2-07 APPROVAL OF CONTRACT	72
2-08 FAILURE TO EXECUTE CONTRACT	73

SECTION 1

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

1-02 PREQUALIFICATION OF BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

SECTION 2

AWARD AND EXECUTION OF CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION III

SPECIAL PROVISIONS

**WAUKEGAN REGIONAL AIRPORT (UGN)
WAUKEGAN, LAKE COUNTY, ILLINOIS**

PERIMETER FENCE INSTALLATION, PHASE 1

**AIP PROJECT NO. 3-17-0105-B51
ILLINOIS PROJECT NO. UGN-4076**

APRIL 22, 2011



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

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INDEX OF SPECIAL PROVISIONS

<i>Page Number</i>		<i>Description</i>
1		General
1		Governing Specifications and Rules and Regulations
2		Illinois Department of Transportation, Division of Aeronautics, Policies, Memorandums and Worksheets
DIVISION 11		GENERAL PROVISIONS
3	Section 10	Definition of Terms
4	Section 20	Scope of Work
6	Section 30	Control of Work
7	Section 40	Control of Materials
8	Section 50	Legal Relations and Responsibility to Public
9	Section 60	Prosecution and Progress
10	Section 70	Measurement and Payment
DIVISION II		CONSTRUCTION DETAILS
11	Item 150510	Engineer's Field Office
13	Item 151	Clearing and Grubbing
15	Item 162	Excavation and Embankment
18	Item 156000	Erosion Control
19	Item 208	Aggregate Base Course
21	Item 501604	Portland Cement Concrete Sidewalk
22	Item 610	Structural Portland Cement Concrete
DIVISION III		FENCING (WIRE FENCES)
23	Item 162	Chain-Link Fences (Class E)
28	Item 800947	Electrical Sliding Gate
44	Item 800948	Manual Sliding Gate
DIVISION IV		DRAINAGE
48	Item 701	Pipe for Storm Sewers and Culverts

**SPECIAL PROVISIONS
WAUKEGAN REGIONAL AIRPORT (UGN)
PERIMETER FENCE INSTALLATION, PHASE 1**

**AIP PROJECT NO. 3-17-0105-B51
IDA PROJECT NO. UGN-4076**

<i>Page Number</i>		<i>Description</i>
DIVISION V		TURFING
50	Item 901	Seeding
52	Item 905	Topsoiling
53	Item 908	Mulching
DIVISION VI		LIGHTING INSTALLATION
54	Item 108	Installation of Underground Cable for Airports
61	Item 109	Installation of Airport Transformer Vault and Vault Equipment
76	Item 110	Installation of Airport Underground Electrical Duct

GENERAL

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

☐ **Perimeter Fencing Installation**

This project is to furnish and install Perimeter Fence, Phase 1 at Waukegan Regional Airport, among other incidental work, the following items:

- Placement of temporary erosion control measures.
- Provide select grading of earth to accommodate fence line.
- Install HDPE drainage pipe.
- Install chain -link fencing.
- Install electric vehicular sliding gates, manual vehicular sliding gates, and manual pedestrian swinging gates.
- Construct electrical power and control cabling and equipment, and install electric service entrance.
- Construct PC concrete sidewalk.
- Topsoil, seed and mulch fence line and disturbed areas.

Base Bid pay items are identified with the "AR" prefix in their number. The Bidder/Contractor shall also furnish alternate pricing for "AS" pay items (Alternate A - two items) and "AT" pay items (Alternate B - two items). In Alternate B, the specified length of chain-link fence shall have a vinyl-black coating instead of a galvanized only coating, and; the 28' electrical sliding gates shall be furnished with a black coating instead of galvanized. Unit prices for both of the "AS" and "AT" pay item numbers shall be furnished by each Bidder/Contractor. In addition to the Base Bid "AR" items, only one of the two Alternates - A (AS pay items) or B (AT pay items) - shall be awarded. Award of the alternates shall be as prescribed in the Bid Proposal documents.

GOVERNING SPECIFICATIONS AND RULES AND REGULATIONS

The Standard Specifications for Construction of Airports, Consolidated Reprint, Illinois Department of Transportation, Division of Aeronautics, adopted November 2, 2009, as revised, (Standard Specifications) shall govern the Project except as otherwise revised or noted in these Special Provisions dated April 22, 2011. All references to IDOT Specifications refer to Standard Specifications for Road and Bridge Construction, 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 Section 30-03 of the Standard Specifications.

ILLINOIS DEPARTMENT OF TRANSPORTATION, DIVISION OF AERONAUTICS
POLICIES, MEMORANDUMS AND WORKSHEETS

The Illinois Department of Transportation, Division of Aeronautics, 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 Policy, Memorandum and Worksheet has been modified by these Special Provisions.

Policies

<u>No.</u>	<u>Title</u>	<u>Modified by Special Provisions</u>
96-1	Item 610, Structural Portland Cement Concrete: Job Mix Formula Approval and Production Testing	No
2001-1	Requirements for Cold Weather Concreting	No

Memorandums and Worksheets

<u>Title</u>	<u>Modified by Special Provisions</u>
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.

SECTION 20

SCOPE OF WORK

Revise Section 20 of the Standard Specifications as follows:

20-05 MAINTENANCE OF TRAFFIC. Add the following paragraphs:

"A Construction Staging Plan detailing the sequencing of the Contractor's Work throughout the Project shall be furnished to the Resident Engineer by the Contractor at the Pre-construction Conference for the review and approval of the Owner and Project Engineer. Any and all changes to the Construction Staging Plan that is subsequently approved that may be requested by the Contractor after project start 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 must be adhered to:

- All employees of the Contractor shall park their personal vehicles in the designated equipment parking and storage area. The Contractor will transport the workers from the parking areas to the work area. Only Contractor vehicles will be allowed outside of the proposed equipment storage and parking areas.
- The Contractor will 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.

"Contractor's equipment shall extend no higher than 20 feet.

"Closing of any runway by Contractor activities shall not be permitted in this Project.

"All Contractor activities shall remain more than 250 feet from any runway centerline and 1,000 feet from any runway end. For work near taxiways and aprons, the Contractor's personnel and equipment must remain at least 65.5 feet from the centerline of active taxiways, at least 44.5 feet from the centerline of T-hangar taxilanes, and at least ten (10) feet from active aprons. When construction operations must be conducted within these limits, 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 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 (including barricades and signs) in accordance with IDOT Specifications (highway standards), and whose costs shall be incidental to the Contract. Access to the aircraft fuel storage facility shall be maintained at all times.

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

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

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

SECTION 30

CONTROL OF WORK

Revise Section 30 of the Standard Specifications as follows:

30-12 LOAD RESTRICTIONS. Add the following:

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

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

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

SECTION 40

CONTROL OF MATERIALS

Revise Section 40 of the Standard 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.

SECTION 60

PROSECUTION AND PROGRESS

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

SECTION 70

MEASUREMENT AND PAYMENT

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

DIVISION II

CONSTRUCTION DETAILS

EARTHWORK

ITEM 150510

ENGINEER'S FIELD OFFICE

Revise Item 150510 of the Standard Specifications as follows:

CONSTRUCTION METHODS

150-2.1 Add the following to the first paragraph:

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

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

- N. One (1) 800 watt, 0.8 cubic foot microwave oven.
- O. Two (2) 28-quart wastebaskets with 8-gallon trash bags.
- P. One (1) first aid cabinet - fully equipped."

Add:

150-2.2 ALTERNATE METHOD FOR FURNISHING ENGINEER'S FIELD OFFICE. In lieu of furnishing a mobile or temporary facility meeting the space requirements for the Engineer's Field Office, the Contractor may at his option make arrangements with the Airport Owner for the use of the Airport Security Office and attached toilet as the method for furnishing the office and toilet space/area needs prescribed in Paragraph 150-2.1. This space is available for rent, paid directly to the Airport Owner, at the rent of \$500.00 per month, or prorated portion thereof. Even though the Contractor may elect to use the available Airport office space, the Contractor shall still be required to provide all of the furnishings and equipment listed in Items A through P of Paragraph 150-2.1.

BASIS OF PAYMENT

150-3.1 Revise this Section to read:

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

**SPECIAL PROVISIONS
WAUKEGAN REGIONAL AIRPORT (UGN)
PERIMETER FENCE INSTALLATION, PHASE 1**

**AIP PROJECT NO. 3-17-0105-B51
IDA PROJECT NO. UGN-4076**

"Payment will be made under:

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

ITEM 151

CLEARING AND GRUBBING

Revise Item 151 of the Standard Specifications as follows:

DESCRIPTION

151-1.1 Add the following:

"This item shall also include the grubbing of stumps created by isolated tree removal at the locations shown in the Plans and as directed by the Resident Engineer."

CONSTRUCTION METHODS

151-2.1 GENERAL. Add the following:

"Clearing and grubbing may be performed at any time during the calendar year but prior to any work under Item 152.

"Burning shall not be permitted under this Contract.

"In determining whether a tree shall be measured under "Clearing and Grubbing" or under "Remove Isolated Tree", the definition noted in the third paragraph of Section 151-1.1 of the Standard Specifications shall be used.

151-2.2 CLEARING. Delete the last sentence of the first paragraph and replace with the following:

"Stumps resulting from tree removal as identified in the Plans, or as requested by the Resident Engineer, shall be removed in accordance with Section 151-2.3 of the Standard Specifications."

Replace the second paragraph with the following:

"When isolated trees are designated for removal, they shall be measured for payment without regard to the butt diameter size."

METHOD OF MEASUREMENT

151-3.1 Replace the second paragraph of the Section, including the listing of butt diameters, and replace with the following:

"The quantity of isolated tree removal as shown on the Plans, or as ordered by the Resident Engineer, shall be measured as each tree regardless of butt diameter size.

Add the following:

"Stump Removal shall be measured as the number of stumps removed and accepted by the Resident Engineer, regardless of the stump size (diameter).

BASIS OF PAYMENT

151-4.1 Delete this Section.

Add:

151-4.4 Payment shall be made at the Contract unit price per each for Stump Removal. This price shall be full compensation for removing and disposing of all materials; for excavation and backfilling; and for all labor, equipment, tools, and incidentals necessary to complete the item.

Add the following:

Payment will be made under:

Item AR151450 Clearing and Grubbing - per acre.
Item AR800959 Remove Isolated Tree - per each.
Item AR800960 Remove Stump - per each.

ITEM 152

EXCAVATION AND EMBANKMENT

Revise Item 152 of the Standard Specifications as follows:

Delete all references to measurement and/or payment for excavation by the cubic yard. Excavation furnished under this project shall be measured as a lump sum item.

152-1.1 DESCRIPTION. Add the following:

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

152-1.2 CLASSIFICATION. Delete the second paragraph.

Add the following:

"Earthwork cut as required in the Plans may result in an excess of material that cannot be incorporated into the work as fill material when constructing the lines and grades shown in the Plan. All such excess material shall be hauled to an on-airport location identified by the Resident Engineer and spread to the lines and grades directed by the Resident Engineer. The disposal site shall be left with neat lines and grades and sloped to drain. All excess or unstable material shall be used elsewhere in the Work to the extent possible as permitted in the Contract specifications, before the material is hauled away from the Work and disposed of on-airport. Only material identified by the Resident Engineer for haul and disposal shall be hauled from the Work and disposed of at the on-site location shown in the Plans. Loading, haul and spreading of the excess material to the on-site disposal site shall **not** be paid for separately, but shall be included in the Contract unit price for "Unclassified Excavation"."

CONSTRUCTION METHODS

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

"Excess cut material not used in the final grades and shoulders of the Work shall be loaded, hauled and placed by the Contractor at the on-airport location shown in the Plans. Only material identified by the Resident Engineer for haul and disposal shall be hauled from the Work and disposed of at the on-site location shown in the Plans. Stockpiling of this excess material will not be considered fill embankment for the purposes of this specification. However, the excess material shall be placed and compacted at the disposal site as follows: Prior to placement of the excess material at the disposal site, any vegetation shall be removed and topsoil stripped to the satisfaction of the Resident Engineer. The material shall be placed in layers of 12 inches or less, and shaped to facilitate drainage and structural soundness. Compaction of the material shall be furnished by providing five (5) passes of a soil compactor or loaded construction equipment weighing at least 40,000 pounds, to the satisfaction of the Resident Engineer. The disposal site shall be left with neat lines and grades and sloped to drain. Final shaping shall be as directed by the Resident Engineer. The loading of the excess material at its original location and haul to, placement, compaction, and shaping at the disposal site shall **not** be paid for separately, but shall be included in the Contract unit price for "Unclassified Excavation". Any vegetation removal or topsoil stripping required for placement at the stockpile location shall **not** be measured separately for payment, but shall be included in the Contract unit price for "Unclassified Excavation"."

Delete the eighth, ninth, tenth, eleventh and twelfth, thirteenth, and fourteenth paragraphs and Table 1. Replace with the following:

Add the following:

“Embankment furnished under this item shall be compacted as follows:

“Prior to constructing the embankment, vegetation removal or topsoil stripping shall be performed at the embankment location. Cut material from on-site shall be placed in layers of 12 inches or less, and shaped to facilitate drainage and structural soundness. Compaction of the material shall be furnished by providing five (5) passes of a soil compactor or loaded construction equipment weighing at least 40,000 pounds, to the satisfaction of the Resident Engineer. The excavation/embankment site shall be left with neat lines and grades and sloped to drain. Final shaping shall be as directed by the Resident Engineer. Any vegetation removal or topsoil stripping required for placement at the stockpile location shall **not** be measured separately for payment, but shall be included in the Contract unit price for “Unclassified Excavation”.”

Add the following:

“Excess cut material shall be disposed of as specified in Section 152-2.2, as modified in these Special Provisions. The loading of the excess material at its original location and haul to, placement, compaction, and shaping at the disposal site shall **not** be paid for separately, but shall be included in the Contract unit price for “Unclassified Excavation”.

“The Contractor will not be allowed to haul any materials across existing pavements, except for pavement areas shown for removal 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.”

152-2.3 BORROW EXCAVATION. Delete this Section.

Add:

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

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

METHOD OF MEASUREMENT

152-3.1 Delete this Section.

152-3.2 Delete this Section.

152-3.3 Delete this Section.

Add:

152-3.4 All on-site cut and fill excavation, regardless of classification, including topsoil stripping and excess material disposal, shall not be measured separately for payment, but shall be furnished as a lump sum item.

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

BASIS OF PAYMENT

152-4.1 Delete this Section.

152-4.2 Delete this Section.

152-4.3 Delete this Section.

152-4.4 Delete this Section.

Add:

152-4.5 Payment will be made at the Contract unit price per lump sum for “Unclassified Excavation (LS)”. This price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to satisfactorily complete the item.

Payment will be made under:

Item AR152499 Unclassified Excavation (LS) - per lump sum.

ITEM 156000

EROSION CONTROL

Revise Item 156000 of the Standard Specifications as follows:

MATERIALS

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

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

BASIS OF PAYMENT

156-5.1 Add the following:

"Payment will be made under:

"Item AR156510 Silt Fence - per linear foot."

ITEM 208

AGGREGATE BASE COURSE

Revise Item 208 of the Standard Specifications as follows:

208-1.1 DESCRIPTION. 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 the total uniform compacted thickness(es) shown in the Plans."

MATERIALS

208-2.1 UNCRUSHED COARSE AGGREGATE. Delete this Section.

208-2.3 GRADATION. Add the following:

"The gradation shall be Gradation B."

CONSTRUCTION METHODS

208-3.2 PREPARING UNDERLYING SUBGRADE. Add the following as the first paragraph:

"Prior to placement of the aggregate, the Contractor shall remove topsoil for reuse under sod and earth for a depth of eight (8) inches for placement of the aggregate base course and PCC sidewalk at final grade. The excavation shall be to the slopes shown on the Plans. Any excess earthwork material shall be disposed of by the Contractor at an on-Airport location identified by the Resident Engineer. The subgrade shall then be prepared and compacted to the satisfaction of the Resident Engineer. Separate measurement for this topsoil and earth removal, excavation, subgrade preparation and compaction, and haul and disposal shall not be made, but shall be included in the Contract unit price for Aggregate Base Course."

208-3.5 FINISHING AND COMPACTING. Add the following after the first paragraph:

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

METHOD OF MEASUREMENT

208-4.1 Delete this Section. Section 208-4.2 of the Standard Specifications shall be used.

208-4.3 Delete this Section.

BASIS OF PAYMENT

208-5.1 Add the following:

"Payment will be made under:

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

ITEM 501604

PORTLAND CEMENT CONCRETE SIDEWALK

501604-1.1 This item shall consist of Portland Cement concrete sidewalk constructed on a prepared subgrade, at the locations shown in the Plans. The concrete thickness shall be four (4) inches, as shown in the Plans.

MATERIALS AND EQUIPMENT

501604-2.1 MATERIALS. Concrete materials shall meet the requirements of Item 610, Structural Portland Cement Concrete. Preformed expansion joint filler shall meet the requirements of Section 1051 of the IDOT Specifications, Standard Specifications for Road and Bridge Construction, Illinois Department of Transportation, adopted January 1, 2007, as revised. Hot-poured joint sealer shall be ASTM D 6690, Type II, Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.

501604-2.2 EQUIPMENT. Equipment shall meet the requirements of Section 424.03 of the IDOT Specifications, Standard Specifications for Road and Bridge Construction, Illinois Department of Transportation, adopted January 1, 2007, as revised.

CONSTRUCTION REQUIREMENTS

501604-3.1 CONSTRUCTION REQUIREMENTS. The construction shall be completed as shown in the details and notes shown in the Plans and in accordance with Sections 424.04 through 424.10 of the IDOT Specifications, Standard Specifications for Road and Bridge Construction, Illinois Department of Transportation, adopted January 1, 2007, as revised. In addition, all expansion and sawed contraction joints shall be sealed with hot-poured joint sealer, meeting requirements of ASTM D 6690, Type II, Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.

METHOD OF MEASUREMENT

501604-4.1 METHOD OF MEASUREMENT. Portland Cement concrete sidewalk will be measured for payment in place, and the area computed in square feet. Joint filler and sealant shall not be measured separately for payment but shall be incidental to the Contract unit price for sidewalk.

BASIS OF PAYMENT

501604-5.1 BASIS OF PAYMENT. This work will be paid for at the Contract unit price per square foot for Portland Cement Sidewalk of the thickness specified, which price shall be full compensation for furnishing all labor, materials, tools, equipment, and incidentals, including all required expansion joints, special texturing, and variable height edge treatment at sidewalk aprons and accessibility ramps, 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 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 AR501604 4" PCC Sidewalk - per square foot.

ITEM 610

STRUCTURAL PORTLAND CEMENT CONCRETE

This item shall be provided in accordance with the Standard Specifications 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.

DIVISION III

FENCING (WIRE FENCES)

ITEM 162

CHAIN-LINK FENCES

(Class E)

Revise Item 162 of the Standard Specifications as follows:

DESCRIPTION

162-1.1 Add the following:

"All metal materials used in the fencing and fencing materials shall be fabricated from steel made in the U. S. Contractor shall provide certification that the steel was 100 percent domestic-made steel, and that the fence materials were fabricated in the United States.

"Base Bid pay items are identified with the "AR" prefix in their number. The Bidder/Contractor shall also furnish alternate pricing for "AS" pay items (Alternate A - two items) and "AT" pay items (Alternate B - two items). In Alternate B, the specified length of chain-link fence shall have a vinyl-black coating instead of a galvanized only coating, and; the 28' electrical sliding gates shall be furnished with a black coating instead of galvanized. Unit prices for both of the "AS" and "AT" pay item numbers shall be furnished by each Bidder/Contractor. In addition to the Base Bid "AR" items, only one of the two Alternates - A (AS pay items) or B (AT pay items) - shall be awarded. Award of the alternates shall be as prescribed in the Bid Proposal documents."

MATERIALS

162-2.1 FABRIC. Add the following:

"For AR and AS items, fabric shall be galvanized/coated. For AT items, fabric shall be vinyl-coated (black) over galvanized/coated."

162-2.3 FENCE POSTS, POST TOPS AND EXTENSIONS, RAILS, GATES BRACES, STRETCHER BARS, AND CLIPS. Add the following:

"Fence materials shall meet the specified requirements for 10-foot chain-link fence, or 8-foot chain-link fence, based upon the details shown in the Construction Plans for the various heights specified.

"Type C pipe may be used. The manufacturer shall furnish test results that indicate that the Type C pipe furnishes the same corrosive resistance as Type A and B pipe, tested in accordance with the materials standard for this item.

"For AT items, fence materials shall be vinyl-coated (black) over galvanized/coated."

“Top rail shall be furnished for all fence under this item. For the fence length where barbed wire is NOT specified, the design of the posts, post tops, extensions, top rail, and associated fittings shall be such that the addition of barbed wire and extension arms can be readily added in the future without modification to the remainder of the fence.”

162-2.5 WIRE TIES AND TENSION WIRE. Add the following:

“For AT items, wire ties and tension wire shall be vinyl-coated (black) over galvanized/coated.”

Add:

162-2.11 GATE CHAIN AND PADLOCKS. The Contractor shall furnish a new security chain and padlock for each swing or slide gate. Chain shall be 5/16-inch stainless steel cut into a three foot length. Padlock shall be solid brass body, corrosion resistant and ideal for harsh environments. Padlock dimensions shall be 2-inch shackle, 2-inch wide and 3/4-inch thick. Padlocks shall be keyed to match existing Airport padlock. The Contractor shall coordinate the furnishing of these padlocks with the Airport Owner.”

Add:

162-2.12 CERTIFICATION AND SHOP DRAWINGS. The Contractor shall submit shop drawings detailing all fence items to be furnished for approval by the Project Engineer. The Contractor shall provide a written certification that all fence materials used in the Work meet the Contract Documents.

CONSTRUCTION METHODS

162-3.1 CLEARING FENCE LINE. Add the following:

“All new fence shall be placed along a level, smooth, finished grade. The Contractor shall correct any irregularities in the ground’s surface prior to installation of the fence where the irregular surface is located outside of the grading limits shown on the Plans. Also, the Contractor shall regrade the existing ground where indicated on the Construction Plans to furnish the specified maximum fence elevation. The cost for this grading shall be incidental to the Contract unit price for new fence or gates. **This grading shall not be limited to, but shall be in addition to, the grading shown on the Plans and Profiles.”**

162-3.2 INSTALLING POSTS. Delete the first sentence of the last paragraph and replace with the following:

“All posts shall be set to the minimum depths below the existing ground line as detailed in the Plans. All fence post lengths shall consider the footing depths shown in the details. Concrete encasement shall extend an **additional 6-inches below the post end.”**

Add the following:

“In paved areas, the post hole digging shall be completed so as to minimize any damage to pavements. Prior to the pouring of concrete, the pavement shall be neatly saw cut to the full depth of the asphalt or concrete and at a 24-inch square. Saw-cutting and pavement protection shall not be measured for payment but shall be included in the Contract unit price for new fence. Any damaged pavements shall be replaced by the Contractor to the satisfaction of the Resident Engineer and at no additional costs to the Contract. **In existing paved areas and at swing or sliding gate openings, the additional 2-foot buried portion of the fence shall not be installed.”**

162-3.4 INSTALLING BRACES. Add the following:

“At terminal (end, corner and pull) and gate posts, the fabric shall be fastened to the post with stretcher bars and bands that extend below the existing ground to secure the 24 inches of buried fence fabric.”

162-3.5 INSTALLING FABRIC. Add the following:

“Where shown in the Plans, the Contractor shall construct a trench of adequate width and depth (greater than 24 inches) to permit the installation of the fence fabric to extend 24 inches below the ground line. The fabric shall be smooth and even throughout the 24-inch depth. The trench shall be backfilled with excavated material and compacted to the satisfaction of the Resident Engineer. **In existing paved areas and at swing or sliding gate openings, the additional 2-foot buried portion of the fence shall not be installed.**

“The bottom tension wire shall be located 2 inches above the final ground line.”

162-3.6 ELECTRICAL GROUNDS. Add the following:

“The fence shall be bonded and grounded as detailed on the Plans. The ground wire connections to the fencing shall be with UL listed grounding connectors of cast bronze body and bronze or stainless steel bolts, nuts, and washers. Grounding connectors shall be sized and suitable for the respective application. Connections to ground rods shall be with UL listed grounding connectors suitable for direct burial in earth or exothermic weld type connectors, Cadweld by Erico Products, Inc., Solon, Ohio, (Phone 1-800-248-9353), Thermoweld by Continental Industries, Inc., Tulsa, Oklahoma (Phone 918-663-1440), or Ultraweld by Harger, Grayslake, Illinois (Phone 1-800-842-7437) or approved equal. Exothermic weld connections shall be installed in conformance with the respective manufacturer's directions using molds suitable for each respective application. Ground rods shall be 5/8-inch diameter by 8 feet long (minimum), UL-listed, copper-clad. Steel used to manufacture ground rods shall be 100 percent domestic steel. Include certification that ground rods are made with 100 percent domestic steel. The ground wire used to bond the fencing to the ground rod shall be #6 AWG bare solid copper conductor. The items furnished and installed in providing the specified grounding shall not be measured separately for payment, but shall be included in the Contract unit price for fencing.”

162-3.9 EXISTING FENCE CONNECTIONS. Add the following:

“The furnishing and installing of new, additional or replacement terminal posts, line posts, end posts, fabric and brace spans and any other incidental modifications needed to provide an acceptable connection of the new fence to any existing fence, regardless of type of existing fence, as shown in the Plans or as directed by the Resident Engineer, shall not be paid separately, but shall be included in the Contract unit price for new fence.”

162-3.11 FENCE AND GATE REMOVAL. Add the following:

“The fence to be removed shall be chain-link, architectural aluminum or steel, wooden, woven wire or any other fence type. The existing fence shall be removed completely, including posts and foundations.

“In turf areas, the existing posts shall be pulled and not cut off. All resulting holes in turf shall be filled and compacted to the satisfaction of the Resident Engineer. Turf areas disturbed by removal shall be restored in accordance with Item 901, except the areas will not be measured for payment.

“In paved areas, the existing posts shall be cut off and ground flush with the existing pavement surface. All resulting post holes in existing pavements shall be filled with an IDOT-approved nonshrink grout.

"All removed materials not accepted by the Airport Owner, shall be disposed of off airport property."

Add:

162-3.13 LOCATE EXISTING UTILITIES. The location, size, and type of material of existing underground and/or aboveground utilities that may be indicated on the Plans are not represented as being accurate, sufficient or complete. Neither the Owner nor the Engineer assumes any responsibility whatever in respect to the accuracy, completeness, or sufficiency of the information. There is no guarantee, either expressed or implied, that the locations, size and type of material of existing underground utilities indicated are representative of those to be encountered in the construction. It shall be the Contractor's responsibility to determine the actual location of all such facilities, including service connections to underground utilities. Prior to construction, the Contractor shall notify the utility companies of his operational plans and shall obtain from the respective utility companies detailed information and assistance relative to the location of their facilities and the working schedule of the companies for removal or adjustment where required. In the event an unexpected utility interference is encountered during construction, the Contractor shall immediately notify the utility company of jurisdiction. The Owner's Representative and/or the Resident Engineer shall also be immediately notified. Any damage to such mains and services shall be restored to service at once and paid for by the Contractor at no additional cost to the Contract. All utility cables and lines shall be located by the respective utility. **Contact JULIE (Joint Utility Location Information for Excavators) for utility information, phone: 1-800-892-0123. Contact the FAA (Federal Aviation Administration) for assistance in locating FAA cables and utilities.** Location of FAA power, control, and communication cables shall be coordinated with and/or located by the FAA. Also, contact Airport Director/Manager and Airport Personnel for assistance in locating underground Airport cables and/or utilities. Also, coordinate work with all aboveground utilities.

METHOD OF MEASUREMENT

162-4.3 Revise this Section to read:

"162-4.3 Fence Removal to be paid shall be the actual length of feet (including post widths) removed regardless of type (chain-link, architectural aluminum or steel, wooden, woven wire or other), except for the space occupied by gates.

BASIS OF PAYMENT

162-5.3 Revise this Section to read:

"162-5.3 Payment shall be made at the Contract unit price per linear foot for Fence Removal, as measured in Section 162-4.3. This price shall be full compensation for furnishing all materials and for all removals, restoration, including grading, backfilling, seeding and mulching, and disposal, and for all labor, equipment, tools, and incidentals necessary to complete this item."

**SPECIAL PROVISIONS
WAUKEGAN REGIONAL AIRPORT (UGN)
PERIMETER FENCE INSTALLATION, PHASE 1**

**AIP PROJECT NO. 3-17-0105-B51
IDA PROJECT NO. UGN-4076**

Add:

"Payment will be made under:

Item AR800944	CL. E Fence 10' BARB w/ 2' Bur. GA - per linear foot.
Item AR800945	Class E Fence 8' GALV - per linear foot.
Item AR800946	CL. E Fen. 10' w/o BARB 2' Bur. GAL - per linear foot.
Item AR800949	10' Pedestrian Gate GALV - per each.
Item AR800991	Remove Fence - per linear foot.
Item AS800946	CL. E Fen. 10' w/o BARB 2' Bur GA - per linear foot.
Item AT800962	CL. E Fen 10' w/o BARB 2' Bur VIN - per linear foot."

"

ITEM 800947

ELECTRICAL SLIDING GATE

DESCRIPTION

800947-1.1 This item shall consist of furnishing and installing new electrical sliding gates **(28 feet clear opening by 8 feet in height)** in accordance with these Specifications and at the locations shown on the Construction Plans. This item will include all labor, equipment, and materials required to put the proposed electric sliding gate in proper working order. This item shall also include furnishing and installing all circuit breakers, surge arresters/protectors, disconnects, conduits, ducts, wire, and all other electrical equipment as detailed the Plans and specified herein, necessary for the completion of the gate operator system as detailed on the Construction Plans and within the Specifications. Power cable in unit duct related to the electric feeder for each gate operator shall be paid for under Item AR108051 Power Cable in Unit Duct.

Gate fabric, posts, braces, fittings and related materials shall meet the requirements of Item 162. For Item AT800963 the fabric, gate posts, and related materials shall be vinyl-coated (black) over galvanized/coated in accordance with Item 162.

The gate operator system for the 28 foot clear opening gate shall include the following features:

- A. New sliding gate with operating hardware, gate operator, heater, controller, and detector amplifiers. Include associated concrete foundations.
- B. The gate shall be a keypad access control unit entry/free exit gate.
- C. The gate shall have an automatic closing feature activated by an adjustable timer. Safety loops shall be provided at both sides of the gate to delay the closing of the gate in the event that it detects that the vehicle has not yet passed through the gate. The inner loop shall also provide automatic opening to exit upon detection of a vehicle.
- D. Provide ten (10) total (five (5) for each gate) remote control transmitter units for automatic gate operation. Coordinate frequencies with the Airport Manager.
- E. Power for the gate operator shall be from a 480Y/277 VAC, 3-phase, 4-wire panelboard as detailed on the Plans. Include a 30 Amp, 3-pole, 600 VAC, UL listed heavy duty fusible safety switch in a NEMA 4X stainless steel enclosure to disconnect power to each gate operator. Locate each safety switch adjacent to each respective gate operator.
- F. Contractor shall examine the existing facility to determine the extent of the work.
- G. Controls and associated control wiring shall be in accordance with the respective gate operator and/or equipment manufacturer's recommendations and as detailed herein.
- H. Include surge protection on the gate operator and associated control systems.
- I. **Engage a factory trained and authorized service representative to provide commissioning, start-up, testing, adjustments, calibration and checkout for each electrically operated gate.**

800947-1.2 REFERENCES.

- A. ANSI C80.1 - Rigid Steel Conduit, Zinc Coated.
- B. ANSI C80.4 - Fittings Rigid Metal Conduit and EMT.
- C. ASTM Specification B3 - Standard Specification for Soft or Annealed Copper Wire.
- D. ASTM Specification B8 - Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft.
- E. ASTM F 1184 05 - Standard Specification for Industrial and Commercial Horizontal Slide Gates.
- F. ASTM F1043 - Standard Specification for Strength and Protective Coatings on Steel Industrial Chain Link Fence Framework.
- G. ASTM F2200 - Standard for Automated Vehicular Gate Construction.
- H. FAA AC No. 150/5370-2E (or most current issue) "OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION".
- I. Federal Specification A-A-59544 Cable and Wire, Electrical (Power, Fixed Installation).
- J. Standard Specifications for Road and Bridge Construction, Illinois Department of Transportation, adopted January 1, 2007.
- K. NEMA TC 2 - Electrical Plastic Tubing and Conduit.
- L. NEMA TC 3 - Fittings Rigid PVC Conduit and Tubing.
- M. NFPA 70 - National Electrical Code (most current issue in force).
- N. NFPA 70E - Standard for Electrical Safety in the Workplace.
- O. OSHA 29 CFR Part 1910 Occupational Safety and Health Standards for electrical safety and lockout/tagout procedures.
- P. UL Standard 6 -Rigid Metal Conduit.
- Q. UL Standard 44 - Thermoset-Insulated Wires and Cables.
- R. UL Standard 83 - Thermoplastic-Insulated Wires and Cables.
- S. UL 325, (Fourth Edition), Standard for Safety for Door, Drapery, Gate, Louver and Window Operators and Systems.
- T. UL Standard 514B - Conduit, Tubing and Cable Fittings.
- U. UL Standard 651 - Schedule 40 and 80 Rigid PVC Conduit.
- V. UL Standard 854 - Service Entrance Cables.

800947-1.3 SHOP DRAWINGS. The Contractor shall furnish shop drawings for approval before ordering material and equipment for the following system components. Shop drawings are required for the electric gate. Note shop drawings that are submitted that do not include all of the following listed requirements will be rejected and will require resubmittal. Contractor shall use the following as a check list and shall verify all information noted below is included with the respective electric gate shop drawing prior to submitting the shop drawing for review. Shop drawings shall be clear and legible. Copies that are illegible will be rejected. Separate shop drawings shall be prepared for each electric gate. Contractor shall submit sufficient copies of shop drawings to meet the needs of his personnel, sub contractor personnel, and equipment suppliers plus four (4) copies to be retained by the Project Engineer. Shop drawings shall include the following information:

- A. Certification of compliance with the Airport Improvement Program Buy American requirement and the Buy American Act for all materials and equipment.
- B. In order to expedite the shop drawing review, inspection and/or testing of materials and equipment, the Contractor shall furnish complete statements to the Project Engineer as to the origin and manufacturer of all materials and equipment to be used in the work. Such statements shall be furnished promptly after execution of the Contract but, in all cases, prior to delivery of such materials and equipment.
- C. Certification that all steel used with the gate installation is manufactured from 100 percent domestic steel.
- D. Cut sheets and specifications for the cantilever slide gate.
- E. Cut sheets and specifications for the gate operator. Include manufacturer's name, address, phone number, gate operator model number, gate operator UL listing or ETL listing, gate load capability and drive rail force requirements, traveling speed, housing data, input voltage, motor horsepower rating, full load amperage requirements, manufacturer's recommended wiring requirements, and respective options, (heater option, audible beeper option, etc.).
- F. Cut sheets and specifications for the keypad access control station.
- G. Include information, specs, and cut sheets for the surge protective device included with the gate operator.
- H. Provide data sheets for the detector amplifiers with manufacturer's name and model number. Include lightning protection on the detector amplifiers.
- I. Provide data sheets on the loop/lead in cables.
- J. Provide cut sheets, information, voltage rating, amperage rating, manufacturer's catalog number, fuse size and manufacturer catalog number, and options for the 30 amp, 3 pole, 600 VAC, UL listed heavy duty safety switch in a NEMA 4X stainless steel enclosure that is for the gate operator.
- K. Provide cut sheets for the Control Panel Enclosure/Junction Box.
- L. Provide cut sheets for all types of conduit used with the electric gate (for example galvanized rigid steel conduit, Schedule 40 PVC conduit, and UL listed liquid tight flexible metal conduit). Include certification that steel conduits are made with 100 percent domestic steel.
- M. Provide shop drawing with cut sheets for the respective power circuit conductors and control circuit conductors.

- N. Provide cut sheets with manufacturer's name, catalog number, dimensions, material, and UL listing for each type and size of ground rod used with the electric gate installation. Include certification that ground rods are made with 100 percent domestic steel.
- O. Concrete mix design, per Item 610.

EQUIPMENT AND MATERIALS

800947-2.1 **GENERAL.** All equipment and materials used in the construction shall be in accordance with the Specifications and detailed instructions as furnished by the manufacturer.

800947-2.2 **GATE.** Gate shall be suitable for the respective application and in accordance with the respective gate manufacturer's recommendation for the respective application. Gate construction shall comply with ASTM F 1184 05 for Type II Cantilever Slide, Class 2 steel frame and aluminum frame gates using internal rollers. Metal pipe and tubing used in the gate construction shall be aluminum complying with ASTM F1043 for materials and protective coatings. The gate shall be metal framed manufactured of aluminum, with cross bracing, sliding gate, cantilever type, capable of spanning the prescribed clear opening, 8 feet in height and have an enclosed roller assembly to be protected from freezing rain and snow. Gate shall have double tracks supported by gate posts on each side of the gate (interior and exterior). The gate frame shall be supported from the tracks by four, self aligning, 4 wheeled, sealed lubricant, ball bearing truck assemblies.

The gate shall be covered with chain link fence fabric; 2 inch diamond mesh steel wire, interwoven, minimum 9 gauge thick, top selvage knuckle end closed, bottom selvage twisted tight barbed or knuckle end closed. Fittings, sleeves, bands, clips, rail ends, tension bars, fasteners, and additional miscellaneous fittings shall be galvanized steel. **All portions of the gate, frame, fabric, posts, braces, fasteners and miscellaneous items shall be vinyl-coated (black) over galvanized/coated for Item AT800963.**

Gate posts shall be fabricated from round galvanized steel pipe with outside dimensions and minimum weight according to ASTM F 1184 for Type II Gate Opening Width: Over 12 feet but not over 30 feet. Gate posts shall be minimum 4-inch O. D. (round) Schedule 40 weighing 9.11 lbs/foot. **For Item AT800963, gate posts shall be finished in vinyl-coated (black).** Gate shall be a Fortress Structural Slide Gate as manufactured by Tymetal Corporation, Schuylerville, NY, Phone: 1-800-328-4283 or 518-692-9930, Fax: 518-692-9404, or approved equal.

800947-2.3 **GATE OPERATOR.** The operator shall be complete with electric motor and factory-prewired motor controls, gear reduction unit, solenoid operated brake, clutch, and remote control operation. The gate must be closed and locked when not in use. A gate is considered locked when it is equipped with an electric opening or closing device that, when closed, prevents the gate from being opened by hand. During power outages, the lock must fail in the locked position. Provide hand-operated disconnect or mechanism for automatically engaging a sprocket chain operator and releasing brake for emergency manual operation. Include interlock device to automatically prevent motor from operating when emergency sprocket is engaged. The operator shall be equipped with a minimum 1.0 horsepower electric motor **(larger motors will be required where recommended by the respective gate operator manufacturer for the respective size and type of gate)** capable of operating a 33 foot (clear opening)/50 foot (overall length) cantilever gate weighing up to 1,700 pounds with a gate speed of approximately 1 foot per second, to close the prescribed opening. Gate operator shall be properly sized and compatible with the respective gate. The operator shall consist of the motor starter and all relays required from the operation outlined herein. The operator and components shall be factory assembled and wired so as to require only field connections of the proximity card reader, loops, system power supply, and any other associated controls.

The operator housing shall be fully enclosed, NEMA 3R, weather-resistant, hinged, lockable, 16-gauge (minimum) steel enclosure with baked on high durability powder-coat finish over a 7-gauge steel frame and shall completely enclose the motor and electrical components of the unit. Appropriate time delays shall be incorporated for safe gate operation. Gate shall close automatically after an extensive adjustable delay period, unless manually disabled. Include audible beeper on the gate operator for indication of gate activation and movement. Gate operator shall be equipped with a heater to allow operation within a temperature range of minus 40 Deg F. to 149 Deg. F. ambient temperature, in rain, snow, sun, and high humidity. The gate operator shall be UL 325, (Fourth Edition) listed and suitable for Class III and Class IV applications. The gate operator shall include UL 325 entrapment protection sensors Type A - Inherent entrapment sensing system and Type E - inherent audio alarm to warn personnel of gate activation to comply with the requirements of UL 325 for a Class III usage application. The proposed operator shall be as Linear OSCO Model HSLG-143 or approved equal. Confirm proper model number with the manufacturer. Supply voltage for the gate operator will be 480 VAC, 3 phase, 3-wire with ground. Gate operators shall be rated for the respective voltage available at the site. **Contractor shall confirm with the gate operator manufacturer that the respective gate operator he selects is rated suitable for the respective application, is suitable and compatible with the respective gate, and will operate properly on the respective power supply.** All gate operators furnished on this project shall be by the same manufacturer. **The operator covering shall be powder-coated finish in black.**

Gate operators shall be rated for the respective voltage available at the site and shall properly operate on the respective nominal voltage system plus or minus 10 percent. Contractor shall confirm with the gate operator manufacturer that the respective gate operator he selects is rated suitable for the respective application, is suitable and compatible with the respective gate, and will operate properly on the respective power supply. Note the gate operator must also operate properly on standby engine generator power and shall not require manual reset due to transfer from utility power to standby generator power or back to utility power. The gate operator must not require manual reset for momentary power outages. Where a power outage occurs the gate operator shall automatically resume normal operation upon restoration of power.

Include AC surge protective device at the point of the input power connection to the gate operator. AC surge protector shall be UL 1449 Third Edition listed with a surge current rating of 40,000 Amps, suitable for 480 VAC, 3 phase, 3 wire plus ground system that originates from a 480Y/277 VAC, 3 phase, 4 wire plus ground system, Joslyn Model 1456 21, or approved equal.

The gate operator foundation shall be a minimum of 48 inch depth, to the dimensions recommended by the manufacturer. Foundation shall be constructed of Item 610 concrete. Anchor bolts shall be per the gate operator manufacturer's requirements. The concrete must have strength of 3,500 psi after 14 days.

800947-2.4 **KEYPAD ACCESS CONTROL UNIT.** Keypad access control unit shall be capable of accepting up to 50 different 4 digit codes. Input operating voltage shall be 12 to 24 VAC or VDC (and/or compatible with the respective gate operator control voltage). Keypad access control unit shall be suitable for outdoor installation with a weatherproof housing and operating temperature range of 15 F to +160 F. Contractor shall ensure compatibility between the gate operator control voltages, the keypad access control unit input voltage and output contact ratings, and the respective control interface. Contractor shall include interfacing relays and/or transformers as applicable. Keypad access control unit shall be surface mount housing with appropriate adapters and hardware to install on a gooseneck type pedestal. **The key pad and pedestal shall be powder-coated finish in black.** The keypad access control unit shall be constructed as detailed on the Construction Plans and in accordance to the manufacturer's Specifications. Keypad access control unit shall be Model Advantage DKLP 19 50 Series as manufactured by American Access Systems, Inc., 7079 South Jordan Road, Unit 6, Englewood, CO 80112, Phone: 303-799-9757 or 1-800-541-5677, Fax: 303-799-9756, or approved equal.

The concrete foundation for the keypad unit shall be a minimum of 48 inches below ground level and to the dimensions recommended by the manufacturer. The concrete shall have the same requirements of the gate operator foundation.

Contractor shall ensure compatibility between the gate operator control voltages, the keypad access control unit input voltage and output contact ratings, and the respective control interface. Include 120 VAC, 15 Amp or 20 Amp specification grade simplex receptacle that is compatible with the respective power supply. Contractor shall include interfacing relays, transformers, power supplies, receptacles, control devices, and power and control wiring, as applicable. Contractor shall provide a NEMA 4X stainless steel enclosure to house the receptacle, transformer, and other associated controls. Where the gate operator housing control panel has adequate space, the components may be installed in that panel.

800947-2.5 DETECTOR AMPLIFIERS. Detector amplifiers shall consist of digital design units capable of automatic tuning, pulse and presence outputs, excellent stability and accuracy, with long term reliability. The device shall be 100 percent solid state construction, with plug in and plug out circuits for rapid repair. The unit shall constantly monitor the frequency of the loop, and compare and adjust automatically for changes, such as loop aging, moisture, mechanical deterioration, and foreign bodies in the loop area. Detector amplifiers shall contain lightning protection and be capable of total loop isolation. Amplifiers shall be mounted in or on the outside of the gate controller housing. Weatherproof enclosures, when required, shall be of NEMA 4 design. The amplifiers shall be capable of stable operation and automatic tuning over a range of minus 30 F to plus 180 F. Loop detectors shall be selective as to direction of travel of vehicle with respect to the instantaneous position of the gate, i.e., close loops will activate system only with gate in open or opening state. Open loop will activate gate only with gate in closed or closing state. Contractor shall verify the selected loop detector is suitable for the respective gate installation.

800947-2.6 SECONDARY SAFETY DEVICES. The gate operator shall include UL 325 entrapment protection sensors Type A - Inherent entrapment sensing system and Type E - inherent audio alarm to warn personnel of gate activation to comply with the requirements of UL 325 for a Class III usage application.

800947-2.7 POWER SOURCE. Power for the gate operator shall be from a 480Y/277 VAC, 3 phase, 4 wire panelboard located as detailed on the Plans. Power to each gate operator shall be 480 VAC, 3 phase, 3 wire with ground and will be paid for under Item AR108051 Power Cable in Unit Duct. Note where the respective gate operator system requires a voltage system other than 480 VAC, three phase, 3-wire with ground, the Contractor shall be responsible to furnish and install the respective transformers and/or additional feeder cable conductors to accommodate the required voltage system. The power cable feeder circuit shall be sized in accordance with the gate operator manufacturer recommendations, and in accordance with National Electrical Code. Take in to account voltage drop for the respective cable length/run for the power source to the gate operator, and increase cable sizes to maintain a voltage drop of 5% or less, or in accordance with the gate operator manufacturer's recommendations. Include an equipment ground wire with the feeder circuit of the same size as the phase conductors. The Contractor will be responsible for providing all necessary material for the installation of electrical power and control wiring from the power source to the gate operator, from the gate operator to the key pad station, and from the gate operator to the detector loops. It will also be the Contractor's responsibility to locate, identify and protect all existing utilities. Any damage to these utilities will be immediately repaired at the Contractor's own expense.

800947-2.8 **CONTROL WIRING.** Control wiring for the gate operator system shall be as detailed on the Plans, as specified herein, and as recommended by the respective gate operator manufacturer's representative and shall conform to the applicable sections of National Electrical Code. Contractor shall furnish and install the type, size, number, and quantity of control wiring to provide a complete and operational system for the respective gate operator. Control wires between devices shall be copper, Type THWN, No. 14 minimum, or as recommended by the respective equipment manufacturer, color coded and tagged with wire markers for easy identification. The control wiring between the keypad access control unit and the gate operator shall include a #12 AWG THWN or XHHW copper with green colored insulation equipment ground wire.

Induction loop feed wires shall be copper, No. 12 minimum, Twin Twisted Shielded, meeting the Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction, Section 1079, Detector Loop, and all the requirements of the manufacturer of the respective Detector Amplifier furnished.

One (1.0) inch Galvanized Rigid Steel conduit will be required for all control wires from outside the pavement area to the operator, from the keypad access control unit to the operator, and from the operator to the detector loops. All metal conduits entering the gate operator shall be bonded to the frame of the gate operator.

800947-2.9 **REMOTE RECEIVER.** The Contractor shall provide a remote receiver for each gate operator. Remote receiver shall have frequency as specified by the Airport Manager. Remote receiver shall have proper shielding to eliminate potential problems caused by stray radio frequency interference or noise. Remote receiver shall be high quality and capable of being activated by the respective transmitter at a distance of up to 100 feet. The Contractor is responsible to provide a properly operating receiver and transmitter pair for each gate operator. Antenna for receiver shall be mounted above the fence to ensure proper operation by remote transmitter from a distance of up to 100 feet. Include all support and mounting hardware for antenna.

800947-2.10 **REMOTE TRANSMITTERS.** The Contractor shall provide with the remote receiver, 10 remote transmitters for use by Airport or other authorized personnel. Remote transmitter shall be high quality and capable of activating the respective receiver at a distance of up to 100 feet. Coordinate programming of frequency with the Airport Manager.

800947-2.11 **SAFETY SWITCHES.** Furnish and install a safety switch for the respective gate operator as detailed on the Plans and specified herein. Safety switches shall be heavy duty, UL listed, with amperage, voltage, number of poles, and type (fusible or not fusible), and accessories as detailed on the Plans. Safety switches shall be pad lockable in the off position. Include ground lugs or grounding kits with all safety switches. Safety switches located outdoors, or in damp areas shall be in NEMA 4X stainless steel enclosures. Safety switches located in hazardous classified areas shall be UL listed or FM approved as suitable for the respective location. Safety switches shall be as manufactured by Square D, Eaton Cutler-Hammer, or approved equal.

800947-2.12 **FUSES.** Fuses shall be UL-listed, of the size and type as shown on the Plans. Fuses shall be properly sized and suitable for the respective equipment manufacturer's recommendation, and National Electrical Code. Fuses shall be manufactured by Bussmann, Littlefuse, or approved equal. Furnish two additional fuses of each size and type used on the project, for use as spares.

800947-2.13 **GALVANIZED RIGID STEEL CONDUIT.** Galvanized rigid steel conduit (GRSC) shall be heavy wall hot dipped galvanized steel pipe bearing the UL label and conforming to UL 6 and ANSI Specification C80.1. Couplings, connectors, and fittings for rigid steel conduit shall be threaded galvanized steel or galvanized malleable iron specifically designed and manufactured for the purpose. All fittings shall be threaded type. Fittings shall conform to ANSI C80.4. Set screw type fittings are not acceptable. Steel used to manufacture conduits shall be 100 percent domestic steel. Contractor shall provide certification that the respective steel conduits used on this project are manufactured from 100 percent domestic steel.

- 800947-2.14 LIQUID TIGHT FLEXIBLE METAL CONDUIT. Liquid tight, flexible metal conduit shall consist of polyvinyl jacket over flexible, hot dip, galvanized steel tubing. The flexible conduit shall be completely sealed from liquids, dust, dirt, and fumes and be resistant to oil, gasoline, grease, and abrasion. Jacket shall also be sunlight resistant. Liquid tight, flexible metal conduit shall be UL listed, suitable for use as a grounding conductor, and comply with Article 350 of the NEC. Liquid tight, flexible metal conduit and associated fittings shall be UL listed to meet the requirements of NEC 350.6. Liquid tight, flexible metal conduit shall be Anaconda Sealtite Type UA, as manufactured by Anamet Electrical Inc., 1000 Broadway Avenue East, Mattoon, Illinois 61938 0039, (Phone: 217-234-8844), Liguatite Type LA as manufactured by Electri Flex Company, 222 W. Central Ave., Roselle, Illinois 60172, (Phone: 630-529-2920 or 1-800-323-6174), or approved equal. Do not install liquid tight, flexible metal conduit that is not UL listed. Confirm liquid tight, flexible metal conduit bears the UL label prior to installation.
- 800947-2.15 SCHEDULE 40 PVC CONDUIT. Schedule 40 PVC conduit shall comply with Item 110 and the following: Conduit shall be Schedule 40 PVC, 90 C, UL rated or approved equal. Material shall comply with NEMA Specification TC 2 (Conduit), TC 3 (Fittings), UL 651 (Standard for rigid nonmetallic conduit), and UL 514B. The conduit and fittings shall carry a UL label (on each 10 foot length of conduit and stamped or molded on every fitting). Conduit and fittings shall be identified for type and manufacturer and shall be traceable to location of plant and date manufactured. The markings shall be legible and permanent. The conduit shall be made from polyvinyl chloride C 300 compound that includes inert modifiers to improve weather ability, heat distortion. Clean reworked material, generated by the manufacturer's own conduit production, may be used by the same manufacturer, provided the end products meet the requirements of this Specification. The conduit and fittings shall be homogenous plastic material free from visible cracks, holes, or foreign inclusions. The conduit bore shall be smooth and free of blisters, nicks, or other imperfections which could mar conductors or cables. Conduit fittings and cement shall be produced by the same manufacturer to assure system integrity.
- 800947-2.16 JUNCTION AND PULL BOXES. Unless otherwise noted on the Plans, all junction boxes shall be 16 gauge minimum construction. Surface mounted exterior junction and pull boxes located in non hazardous, non classified areas, shall be NEMA 4X stainless steel or aluminum, Hoffman, or approved equal. Flush mounted exterior boxes located in non hazardous, non classified areas, in floors, walkways, and walls shall be NEMA 4, cast aluminum, Crouse Hinds, Hubbell Killark, or approved equal, and shall be supplied with asphalt paint applied to all surfaces imbedded in concrete. All junction and pull boxes installed in classified hazardous areas (Class 1, Division 1 or 2, Group D) shall be NEMA 7 and shall comply with applicable provisions of the NEC including, but not limited to, Articles 500 and 501. Junction and pull boxes shall be sized as required for conductors and splices and per 2011 NEC Article 314. Boxes shall be UL listed. Special boxes made to suit conditions shall be used to accommodate the respective application or where required by National Electrical Code even though they might not be indicated on the drawings.
- 800947-2.17 GROUND RODS. Ground rods for electrical installations shall be 3/4 inch diameter by 10 foot long, UL listed, copper clad with 10 mil minimum copper coating. Ground rods for fence grounding shall be 5/8 inch diameter by 8 foot long, UL listed, copper clad with 10 mil minimum copper coating. Steel used to manufacture ground rods shall be 100 percent domestic steel.
- 800947-2.18 LEGEND PLATES. Legend plates shall be required for all safety switches, individual circuit breakers, disconnects, etc. Legend plates shall be provided to identify the equipment controlled, the power source, the voltage system, and the function of each device. Legend plates shall be weatherproof and abrasion resistant phenolic material. Lettering shall be black letters on a white background, unless otherwise noted.
- 800947-2.19 SIGNAGE. The gate shall include signage as detailed on the Plans. Furnish and install warning signs at gate exterior face and interior face noting "WARNING - MOVING GATE CAN CAUSE SERIOUS INJURY OR DEATH". Signage shall be secured to the gate with corrosion resistant metal connectors.

800947-2.20 CONCRETE. Concrete for use with the gate installation and/or associated equipment shall conform to Item 610.

800947-2.21 SECURITY CHAIN AND PADLOCK. The Contractor shall furnish a new security chain and padlock for slide gate (electric). Chain shall be 5/16-inch stainless steel cut into a three foot length. Padlock shall be solid brass body, corrosion resistant and ideal for harsh environments. Padlock dimensions shall be 2-inch shackle, 2-inch wide and 3/4-inch thick. Padlocks shall be keyed to match existing Airport padlock. The Contractor shall coordinate the furnishing of these padlocks with the Airport Owner.

CONSTRUCTION METHODS

800947-3.1 CONTRACTOR QUALIFICATIONS. The Contractor responsible for installing the electric driveway gates shall be certified by the manufacturer. The Contractor must have attended training and obtained certification directly from the gate manufacturer. The Contractor shall have at a minimum of five (5) years related experience installing electric driveway gates.

800947-3.2 AIRPORT SECURITY. The Contractor will place temporary fencing (minimum height to match existing fence) across the gate opening whenever the proposed gate cannot be closed at the end of the construction day. Security at the Airport shall be maintained at all times and coordinated with the Airport Manager.

800947-3.3 SPLICES. Splices, where allowed, shall be the resin encapsulating type, suitable for direct burial, and be as manufactured by 3 M, Burndy, or equal.

800947-3.4 MATERIALS FURNISHED BY THE CONTRACTOR. All materials used in the work shall meet the requirements of the respective Specifications, and no material shall be used until it has been approved by the Project Engineer by means of shop drawings. All materials not otherwise specifically indicated shall be furnished by the Contractor. All materials furnished by the Contractor shall be new.

800947-3.5 STORAGE OF MATERIALS. Materials shall be so stored as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces and not on the ground, and they shall be placed under cover. Stored materials shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes without the written permission of the Owner or lessee.

800947-3.6 LOCATE EXISTING UTILITIES. The location, size, and type of material of existing underground and/or aboveground utilities indicated on the Plans are not represented as being accurate, sufficient or complete. Neither the Owner nor the Engineer assumes any responsibility whatever in respect to the accuracy, completeness, or sufficiency of the information. There is no guarantee, either expressed or implied, that the locations, size and type of material of existing underground utilities indicated are representative of those to be encountered in the construction. It shall be the Contractor's responsibility to determine the actual location of all such facilities, including service connections to underground utilities. Prior to construction, the Contractor shall notify the utility companies of his operational plans and shall obtain from the respective utility companies detailed information and assistance relative to the location of their facilities and the working schedule of the companies for removal or adjustment where required. In the event an unexpected utility interference is encountered during construction, the Contractor shall immediately notify the utility company of jurisdiction. The Owner's Representative and/or the Resident Engineer shall also be immediately notified. Any damage to such mains and services shall be restored to service at once and paid for by the Contractor at no additional cost to the Contract. All utility cables and lines shall be located by the respective utility. Contact JULIE (Joint Utility Location Information for Excavators) for utility information, phone: 1-800-892-0123. Contact the FAA (Federal Aviation Administration) for assistance in locating FAA cables and utilities. Location of FAA power, control, and communication cables shall be coordinated with and/or located by the FAA.

Also contact Airport Director/Manager and Airport Personnel for assistance in locating underground Airport cables and/or utilities. Also coordinate work with all aboveground utilities.

- 800947-3.7 **MANUFACTURER'S DIRECTIONS.** Manufactured articles, material, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer unless herein specified to the contrary. Any installations which void the UL listing, ETL listing, (or other third party listing), and/or the manufacturer's warranty of a device will not be permitted.
- 800947-3.8 **CUTTING AND PATCHING.** The Contractor shall do all necessary cutting and patching of the pavement that may be required by the drawings and Specifications to complete the structure. He shall restore all such cut or patched areas as directed by the Resident Engineer. Cutting of existing structures that may endanger the work, adjacent property, workmen or the public shall not be done unless approved by the Owner and under his direction.
- 800947-3.9 **CLEAN UP.** The Contractor shall remove from the Owner's property and from all public and private property, all temporary structures, rubbish, and waste materials resulting from his operation or caused by his employees, and shall remove all surplus materials, leaving the site smooth, clean, and true to line and grade.
- 800947-3.10 **WARRANTY PERIOD.** Neither the final certificate of payment nor any provision in the Contract, not partial or entire use of the improvements embraced in this Contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contract, or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay any damage to other work resulting there from which shall appear within a period of twelve (12) months from the date of final acceptance of the work. The Owner shall give notice of defective materials and work with reasonable promptness. The warranty applies to equipment furnished, as well as to all other work and materials.
- 800947-3.11 **ELECTRIC SLIDING GATE CONSTRUCTION.** The Contractor shall install the electric sliding gate as detailed on the Construction Plans and in accordance with the manufacturer's directions. The Contractor will be responsible for the construction of any and all concrete bases for the proposed gate operator and associated equipment.
- 800947-3.12 **GATE CONTROL EQUIPMENT.** Installation of all electrical equipment and all gate control equipment shall be in conformance with the requirements of the NFPA 70 National Electrical Code (NEC) most current issue in force, the respective equipment manufacturer's directions, and in strict accordance with the requirements of all local authorities having jurisdiction. All control power transformers, power supplies, receptacles, loop detector amplifiers, secondary safety device equipment, and any other associated controls shall be installed either inside the gate operator control panel or inside a separate NEMA 4 stainless steel control panel enclosure. Where the control equipment is to be installed inside the gate operator control panel the Contractor shall coordinate this with the gate operator manufacturer and the respective gate operator equipment supplier. Locating these controls outside of gate operator control panel but within the gate operator housing will not meet this requirement. All card stations, keypad stations, push button stations, operators, and controllers shall be grounded to prevent shock. All concrete work required, and the precise locations for the installation of the gate controller/operator, gate keypad access control unit, and induction loops, shall be coordinated with the manufacturer's shop drawings.

800947-3.13 INSTALLATION OF DETECTOR LOOPS. New loop detector wiring shall be as specified by the manufacturer furnishing the detector amplifiers. The induction loops shall be equipped with appropriate equipment to operate properly for large trucks and not activate closure of the gate onto vehicles parked in the gate opening. Induction loops shall be installed in saw cut grooves created by the Contractor in the road surface; such grooves of length, width, and depth as required by the manufacturer of the loop control equipment. Loop wires shall be held in place in the bituminous/concrete pavement by completely backfilling and covering slot with a sealer such as: #E707 by Bondo; #491 HP by Euclid Chemical Company, or; an approved equal. Sealer shall conform to the requirements of Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction, Section 1079, Detector Loop.

800947-3.14 PROTECTIVE ELECTRICAL GROUND. Continuous fence shall be grounded at intervals not exceeding 500 feet. There shall be a ground within 100 feet of gates in each section of the fence adjacent to the gate. Fence under a power line shall be grounded by three grounds; one directly under the crossing and one on each side 25 feet to 50 feet away. A single ground shall be located directly under each telephone wire or cable crossing. The counterpoise ground shall be used only where it is impossible to drive a ground rod. The ground wire shall be connected to the fencing (post, fabric, and tension wire) with UL listed grounding connectors of cast bronze body and bronze or stainless steel bolts and washers. Grounding connectors shall be sized and suitable for the respective application. Connections to ground rods shall be with UL listed grounding connectors suitable for direct burial in earth or exothermic weld type connectors, Cadweld by Erico Products, Inc., Solon, Ohio, (Phone 1-800-248-9353), Thermoweld by Continental Industries, Inc., Tulsa, Oklahoma (Phone 918-663-1440), Ultraweld by Harger, Grayslake, Illinois (Phone 1-800-842-7437), or approved equal. Exothermic weld connections shall be installed in conformance with the respective manufacturer's directions using molds suitable for each respective application. Ground rods shall be 5/8 inch diameter by 8 feet long (minimum), UL listed, copper clad. The ground wire used to bond the fencing to the ground rod shall be #6 AWG bare solid copper conductor.

800947-3.15 ELECTRICAL GENERAL. The Contractor shall furnish and install all electrical materials necessary for complete and operational installation of the gate operator, as stipulated in the respective item and as shown on the Plans. The complete installation and wiring shall be done in a neat, workmanlike manner. All electrical work shall comply with the requirements of the NFPA 70 National Electrical Code (NEC) most current issue in force, the respective equipment manufacturer's directions, and all other applicable local codes, laws, ordinances, and requirements in force. Electrical equipment shall be installed in conformance with the respective manufacturer's directions and recommendations for the respective application. Any installations which void the UL listing, ETL listing, (or other third party listing), and/or the manufacturer's warranty of a device will not be permitted.

- A. The Contractor should examine the proposed site to evaluate the complexity of the work.
- B. Contractor shall keep a copy of the latest NEC in force on site at all times during construction for use as a reference.
- C. Contractor shall keep a copy of the Plans, Special Provision Specifications including any addenda, and copies of any change orders on site at all times during construction.
- D. Contractor shall coordinate work and any power outages to buildings located on the airport with the Airport Director/Manager and/or the respective building personnel. Any shutdown of existing systems shall be scheduled with and approved by the Airport 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 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).

- E. Contractor shall comply with the requirements of FAA AC No. 150/5370-2E (or most current issue) "OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION".
- F. Contractor shall comply with the applicable requirements of NFPA 70E - Standard for Electrical Safety in the Workplace.
- G. Contractor shall confirm that the power to each gate operator matches the nameplate rating for the respective gate operator.
- H. Splices in conductors will be allowed only within the specified junction boxes or splice cans. Only splices between loop lead in wires and the Twin Twisted Shielded conductors are approved. Circuit conductors for power wiring shall be continuous from source of power to connected device (from the respective panelboard or load center to the safety switch at the gate operator).
- I. The Contractor shall be responsible for furnishing and setting all anchor bolts required to install his equipment.
- J. Where concrete mounting pads are required for equipment mounting, the Contractor shall furnish all concreting and form work necessary to complete the installation.
- K. Where electrical equipment is located on damp or wet walls or locations as directed, it shall be "stand off" mounted 2 inch from the wall in a manner so that the rear of the equipment is freely exposed to the surrounding air. The Resident Engineer shall approve the method of mounting before equipment is mounted.

800947-3.16 **INSTALLATION OF SAFETY SWITCHES.** All safety switches shall be provided with appropriate mounting hardware and strut support. Strut support shall be stainless steel strut support, Unistrut P 1000 SS, or approved equal. All hardware shall be corrosion resistant. Mount safety switches securely in accordance with the manufacturer's recommendations/instructions and as required for the respective application. Inspect all safety switches for proper operation, tight and secure connections, and correctness. All safety switch enclosures shall be bonded to ground with a ground lug or bar and ground wire. Field cut holes in safety switch enclosures to accommodate conduit entrances. Where safety switches are provided with concentric knockouts, and the respective conduit does not use the largest knockout, install a grounding bushing with ground wire connections between the bushing and the ground bus. Do not use safety switch enclosures for a splice box or for a pull box. Do not route control wires or other circuit wiring through a safety switch. Where splices are required or other control circuit wires are installed in the respective conduit to a safety switch, provide a separate junction box to accommodate the splices and/or other circuit conductors. Provide NEMA 4 hubs for all conduit entries into safety switch enclosures that are rated NEMA 4, 4X to maintain NEMA 4, 4X rating. Provide weatherproof abrasion resistant, engraved legend plates for each safety switch noting the device served, the power source, and the voltage system.

800947-3.17 **CONDUIT INSTALLATION.** Cable in unit duct and/or conduit for the gate operator power shall be direct bury 24 inches minimum below finished grade. Cable in conduit below roadways and walks shall be minimum 24 inches deep. Installation of cable in unit duct and/or conduit shall conform to Item 108. Installation of conduit shall conform to Item 110, as detailed on the Plans and as specified herein.

- A. All conduit(s) under walks shall be pushed.
- B. Conduit size and fill requirements shall comply with Appendix C, conduit fill tables, of the NEC. It should be noted these are minimum requirements and larger conduit sizes or smaller fill requirements shall be used whenever specified or detailed on the drawings.

- C. Liquid tight flexible conduit shall be provided as a connection between each motor junction box (or any other piece of equipment subject to movement or vibration) and the rigid conduit system.
- D. Ream conduits only after threads are cut. Cut joints square to butt solidly into couplings. Where necessary to join two pieces of conduit, and it is impossible to use standard couplings, use 3 piece malleable iron conduit coupling. The use of running thread is prohibited. This applies to all rigid conduit installations, underground or otherwise.
- E. Make all joints in steel underground conduit watertight with approved joint compound. Temporarily plug conduit openings to exclude water, concrete, or any foreign materials during construction. Clean conduit runs before pulling in conductors.
- F. A run of conduit between outlet and outlet, between fitting and fitting, or between outlet and fitting shall not contain more than the equivalent of four quarter bends, including bends immediately at an outlet or fitting.
- G. Where conduits enter a box or fitting, provide a steel locknut and an insulated metallic bushing. Use this method to terminate conduit in panels, pull boxes, safety switches, etc.
- H. Provide NEMA four hubs for all conduit entries into enclosures rated NEMA 4, 4X to maintain NEMA 4, 4X rating.
- I. Do not run conduit below or adjacent to water piping.
- J. Run exposed conduits parallel with walls and at right angles to the building lines, not diagonally. Make bends and turns will pull boxes or cadmium plated or hot dipped galvanized malleable iron fittings and covers.

800947-3.18 **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.

800947-3.19 **GROUNDING REQUIREMENTS.** Grounding shall conform to the following as applicable: The Contractor shall furnish and install all grounding shown on the Plans and/or as may be necessary or required to make a complete grounding system as required by the latest National Electrical Code (NFPA 70) in force. The reliability of the grounding system is dependent on careful, proper installation and choice of materials. Improper preparation of surfaces to be joined to make an electrical path, loose joints, or corrosion can introduce impedance that will seriously impair the ability of the ground path to protect personnel and equipment and to absorb transients that can cause noise in communications circuits. The following functions are particularly important to ensure a reliable ground system:

- A. All products associated with the grounding system shall be UL listed and labeled.
- B. All bolted or mechanical connections shall be coated with a corrosion preventative, conductive grease and lubricant suitable for electrical connections and grounding connections, before joining: Sanchem Inc. "NO OX ID "A Special" compound; Burndy Penetrox E, or approved equal.
- C. Metallic surfaces to be joined shall be prepared by the removal of all non conductive material, per 2011 National Electrical Code Article 250.12.

- D. Raceway fittings shall be made up tight to provide a permanent low impedance path for all circuits. Metal conduit terminations in enclosures shall be bonded to the enclosure with UL listed fittings suitable for grounding. Provide grounding bushings with bonding jumpers (from bushing to the respective ground connection/enclosure frame) for all metal conduits entering service equipment (meter bases, CT cabinet, service disconnects, service panelboards, main service breaker enclosure, etc.). Provide grounding bushings with bonding jumpers for all metal conduits entering an enclosure through concentric or eccentric knockouts that are punched or otherwise formed so as to impair the electrical connection to ground. Standard locknuts or bushings shall not be the sole means for bonding where a conduit enters an enclosure through a concentric or eccentric knockout.
- E. Furnish and install ground rods at all locations where shown on the Plans or specified herein. Ground rods for electrical installations shall be 3/4 inch diameter, 10 feet long, UL listed, copper clad with 10 mil minimum copper coating. Ground rods for fence grounding shall be 5/8 inch diameter, 8 feet 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. Ground rods shall be spaced as detailed on the Plans and in no case spaced less than one rod length apart. All connections to ground rods and/or ground rings shall be made with exothermic weld type connectors: Cadweld by Erico Products, Inc., Solon, Ohio, (Phone 1-800-248-9353); Thermoweld by Continental Industries, Inc., Tulsa, Oklahoma (Phone 918-663-1440); Ultraweld by Harger, Grayslake, Illinois (Phone 1-800-842-7437), or; approved equal. Exothermic weld connections shall be installed in conformance with the respective manufacturer's directions using molds as required for each respective application. Bolted connections will not be permitted at ground rods or at buried grounding electrode conductors. Grounding electrode conductors shall be bare stranded copper sized as detailed on the Plans.
- F. All connections, located above grade, between the different types of grounding conductors shall be made using UL listed double compression crimp type connectors or UL listed bolted ground connectors. For ground connections to enclosures, cases and frames of electrical equipment not supplied with ground lugs the Contractor shall drill required holes for mounting a bolted ground connector. All bolted ground connectors shall be Burndy, Thomas and Betts, Penn-Union, or approved equal. Tighten connections to comply with tightening torques in UL Standard 486A to assure permanent and effective grounding.
- G. All metal equipment enclosures, conduits, cabinets, boxes, receptacles, motors, etc. shall be bonded to the respective grounding system. Provide grounding bushings at all conduits entering service entrance equipment (meter bases, service disconnects, service panelboards, etc.) and distribution panels or load centers and ground wire from bushing to ground bus in the respective service entrance equipment or distribution panel.
- H. The equipment ground wire from equipment shall not be smaller than allowed by 2011 NEC Table 250.122 "Minimum Size Conductors or Grounding Raceway and Equipment." When conductors are adjusted in size to compensate for voltage drop, equipment grounding conductors shall be adjusted proportionately according to circular mil area. All equipment ground wires shall be copper either bare or insulated green in color. Where the equipment grounding conductors are insulated, they shall be identified by the color green and shall be the same insulation type as the phase conductors.
- I. Bond the main electrical service neutral to ground at the main service disconnect. Bond the service neutral to ground at one location only per the National Electrical Code. A grounding connection shall not be made to any neutral circuit conductor on the load side of the service disconnecting means, except as permitted by 2011 NEC 250.24.

- J. All exterior metal conduit, where not electrically continuous because of manholes, handholes, non metallic junction boxes, etc., shall be bonded to all other metal conduit in the respective duct run, and at each end, with a copper bonding jumper sized in conformance with 2011 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 2011 NEC 250.102.
- K. Install grounding electrode conductors and/or individual ground conductors in Schedule 40 or Schedule 80 PVC conduit. Where grounding electrode conductors or individual ground conductors are run in PVC conduit, Do Not completely encircle conduit with ferrous and/or magnetic materials. Use non metallic reinforced fiberglass strut support. Where metal conduit clamps are installed, use nylon bolts, nuts, washers and spacers to interrupt a complete metallic path from encircling the conduit.

800947-3.20 TESTING. The Contractor shall make at his own expense any tests of equipment, wiring, or insulation deemed necessary by any inspection department or by the Contractor Officer and shall provide all apparatus, meters, materials, and labor required to make such tests. **Contractor shall engage a factory authorized service technician to provide start-up, testing, adjustments, calibration and checkout for each electrically operated gate. This shall be scheduled while the Contractor is still on-site and be coordinated such that all of the gates for the project are commissioned on a single site visit to reduce costs.** All tests shall be conducted in the presence of the Owner and the Resident Engineer.

The Contractor shall test and demonstrate to the satisfaction of the Resident Engineer the following:

- A. That all power and control circuits are continuous and free from short circuits.
- B. That all circuits are free from unspecified grounds.
- C. That the insulation resistance to ground of all ungrounded conductors of multiple circuits is not less than 50 megohms.
- D. That all circuits are properly connected in accordance with applicable wiring diagrams.
- E. Test and adjust gate operator, controls, safety devices/features, hardware, and other operable components. Confirm that all circuits operate properly.
- F. Verify ground rod is installed at electric gate operator (per manufacturer requirements).
- G. Verify metal conduits terminated at gate operator are bonded to the gate operator housing.
- H. Verify ground rods are installed at each side of the gate.
- I. Verify card reader/keypad access control unit includes a ground wire to it. Record size and type.
- J. Verify Operation and Maintenance Manuals were furnished with equipment.
- K. Verify proper installation of the chain drive and hardware interface between the gate and the gate operator.
- L. Verify the gate is level.
- M. Release the gate operator braking mechanism and open and close the gate to confirm smooth and free operation over the full length of travel.

- N. Verify the proximity sensor and the trip plate are installed properly and do not have an interference.
- O. Verify the gate operator beeper works properly and activates at upon gate operation.
- P. Interrupt power to the gate operator and confirm that the gate does not open upon restoration of power. The gate operator shall not activate for a power interruption as it does for a keypad access control unit signal input.
- Q. Test gate and verify proper operation.
- R. Check operation of safety loops. Gate shall remain open if vehicle stays on the exit loop.
- S. Check operation of free exit.
- T. Confirm remote transmitters were furnished and operational, (where applicable).
- U. Train the designated owner's personnel on procedures for operation, starting, stopping, troubleshooting, servicing, and maintaining equipment.
- V. All tests shall be recorded, stating the test results, date, and field conditions.

METHOD OF MEASUREMENT

800947-4.1 The quantity of this item to be furnished and installed shall be measured for payment as a unit price per each for the electric sliding gate and associated control system and shall include all materials, equipment, cable, conduit, grounding, labor, coordination, tools, connections, and other incidentals as required to perform the specified work and testing the units for satisfactory operation. The quantity of power cable in unit duct from the respective power source to the safety switch at the gate operator will be paid for under item AR108051 Power Cable in Unit Duct.

BASIS OF PAYMENT

800947-5.1 Payment will be made at the Contract unit price per each for the electric sliding gate and shall be full compensation for all materials, labor, and equipment required to perform the specified work and testing the units for satisfactory operation, and no additional compensation will be allowed.

If, upon delivery and incorporation of any materials, the Contractor has failed to provide the necessary submittals as required by Sections 30-19, 40-01, 40-03 and 40-09 of the Standard 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 AS800947 28' Electrical Sliding Gate GALV - per each.
- Item AT800963 28' Electrical Sliding Gate VINYL - per each.

ITEM 800948

MANUAL SLIDING GATE

DESCRIPTION

800948-1.1 This item shall consist of furnishing and installing manual sliding gates in accordance with the Standard Specifications, the Construction Plans and these Special Provisions. This item will include all labor, equipment, and materials required to put the proposed manual sliding gates in proper working order.

- A. Item AR800948, 28' Manual Sliding Gate-GALV shall be a manual sliding gate 8 feet in height with a clear opening of 28 feet, furnished with chain link fence fabric meeting requirements of Item 162, galvanized/coated finish.

800948-1.2 REFERENCES

- A. ASTM F 1184-05 Standard Specification for Industrial and Commercial Horizontal Slide Gates.
- B. ASTM F1043 Standard Specification for Strength and Protective Coatings on Steel Industrial Chain Link Fence Framework.

800948-1.3 SHOP DRAWINGS. The Contractor shall furnish shop drawings for approval before ordering material and equipment for the following system components. Shop drawings are required for each gate. Note shop drawings that are submitted that do not include all of the following listed requirements will be rejected and will require resubmittal. Contractor shall use the following as a check list and shall verify all information noted below is included with the respective gate shop drawing prior to submitting the shop drawing for review. Shop drawings shall be clear and legible. Copies that are illegible will be rejected. Separate shop drawings shall be prepared for each type and size of gate. Contractor shall submit sufficient copies of shop drawings to meet the needs of his personnel, sub-contractor personnel, and equipment suppliers plus four (4) copies to be retained by the Project Engineer. Shop drawings shall include the following information:

- A. Certification of compliance with the Airport Improvement Program Buy American requirements and the Buy American Act for all materials and equipment.
- B. In order to expedite the shop drawing review, inspection and/or testing of materials and equipment, the Contractor shall furnish complete statements to the Project Engineer as to the origin and manufacturer of all materials and equipment to be used in the work. Such statements shall be furnished promptly after execution of the Contract but, in all cases, prior to delivery of such materials and equipment.
- C. Certification that all steel used with the gate installation is manufactured from 100 percent domestic steel.
- D. Cut sheets and specifications for each type and size of sliding gate.
- E. Provide cut sheets with manufacturer's name, catalog number, dimensions, material, and UL listing for each type and size of ground rod used with the gate installation. Include certification that ground rods are made with 100 percent domestic steel.

EQUIPMENT AND MATERIALS

800948-2.1 GENERAL. All equipment and materials used in the construction shall be in accordance with the Specifications and detailed instructions as furnished by the manufacturer.

800948-2.2 28' SLIDING GATES. Gate shall be suitable for the respective application and in accordance with the respective gate manufacturer's recommendation for the respective application. Gate construction shall comply with ASTM F 1184-05 for Type II - Cantilever Slide, Class 2 - steel frame and aluminum frame gates using internal rollers. Metal pipe and tubing used in the gate construction shall be aluminum complying with ASTM F1043 for materials and protective coatings. The gate shall be metal framed manufactured of aluminum, with cross bracing, and covered with chain link fence fabric, sliding gate, cantilever-type, capable of spanning the prescribed clear opening, 8 feet in height and have an enclosed roller assembly to be protected from freezing rain and snow. Gate shall have double tracks supported by gate posts on each side of the gate (interior and exterior). The gate frame shall be supported from the tracks by four, self-aligning, 4-wheeled, sealed lubricant, ball-bearing truck assemblies. All gates shall be adaptable to accommodate interface to an electric gate operator. Gate posts shall be fabricated from round galvanized steel pipe with outside dimensions and minimum weight according to ASTM F 1184 for Type II Gate Opening Width: Over 12 feet but not over 30 feet. Gate posts shall be minimum 4-inch O. D. (round) Schedule 40 weighing 9.11 lbs/foot.

- A. For Item AR800948, each gate shall be covered with chain link fence fabric; 2-inch diamond mesh steel wire, interwoven, minimum 9 gauge thick, top selvage knuckle end closed, bottom selvage twisted tight barbed or knuckle end closed. Fittings, sleeves, bands, clips, rail ends, tension bars, fasteners, and additional miscellaneous fittings shall be galvanized/coated. Gate shall be a Fortress Structural Slide Gate as manufactured by Tymetal Corporation, Schuylerville, NY, Phone: 1-800-328-4283 or 518-692-9930, Fax: 518-692-9404, or approved equal.

800948-2.3 GROUND RODS. Ground rods for fence grounding shall be 5/8-inch diameter by 8-foot long, UL-listed, copper clad with 10-mil minimum copper coating. Steel used to manufacture ground rods shall be 100 percent domestic steel.

800948-2.4 SIGNAGE. The gate shall include signage as detailed on the Plans.

800948-2.5 CONCRETE. Concrete for use with the gate installation shall conform to Item 610 Portland Cement Concrete of the Standard Specifications.

800948-2.6 SECURITY CHAIN AND PADLOCK. The Contractor shall furnish a new security chain and padlock for slide gate (non-electric). Chain shall be 5/16-inch stainless steel cut into a three foot length. Padlock shall be solid brass body, corrosion resistant and ideal for harsh environments. Padlock dimensions shall be 2-inch shackle, 2-inch wide and 3/4-inch thick. Padlocks shall be keyed to match existing Airport padlock. The Contractor shall coordinate the furnishing of these padlocks with the Airport Owner.

CONSTRUCTION METHODS

800948-3.1 AIRPORT SECURITY. Security at the Airport shall be maintained at all times and coordinated with the Airport Director.

800948-3.2 MATERIALS FURNISHED BY THE CONTRACTOR. All materials used in the work shall meet the requirements of the respective Specifications, and no material shall be used until it has been approved by the Project Engineer by means of shop drawings. All materials not otherwise specifically indicated shall be furnished by the Contractor. All materials furnished by the Contractor shall be new.

800948-3.3 **STORAGE OF MATERIALS.** Materials shall be so stored as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces and not on the ground, and they shall be placed under cover. Stored materials shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes without the written permission of the Owner or lessee.

800948-3.4 **LOCATE EXISTING UTILITIES.** The location, size, and type of material of existing underground and/or aboveground utilities indicated on the Plans are not represented as being accurate, sufficient or complete. Neither the Owner nor the Engineer assumes any responsibility whatever in respect to the accuracy, completeness, or sufficiency of the information. There is no guarantee, either expressed or implied, that the locations, size and type of material of existing underground utilities indicated are representative of those to be encountered in the construction. It shall be the Contractor's responsibility to determine the actual location of all such facilities, including service connections to underground utilities.

Prior to construction, the Contractor shall notify the utility companies of his operational plans and shall obtain from the respective utility companies detailed information and assistance relative to the location of their facilities and the working schedule of the companies for removal or adjustment where required. In the event an unexpected utility interference is encountered during construction, the Contractor shall immediately notify the utility company of jurisdiction. The Owner's Representative and/or the Resident Engineer shall also be immediately notified. Any damage to such mains and services shall be restored to service at once and paid for by the Contractor at no additional cost to the Contract. All utility cables and lines shall be located by the respective utility. Contact JULIE (Joint Utility Location Information for Excavators) for utility information, phone: 1-800-892-0123. Contact the FAA (Federal Aviation Administration) for assistance in locating FAA cables and utilities. Location of FAA power, control, and communication cables shall be coordinated with and/or located by the FAA. Also, contact Airport Director/Manager and Airport Personnel for assistance in locating underground Airport cables and/or utilities. Also coordinate work with all aboveground utilities.

800948-3.5 **MANUFACTURER'S DIRECTIONS.** Manufactured articles, material, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer unless herein specified to the contrary. Any installations which void the UL listing, ETL listing, (or other third party listing), and/or the manufacturer's warranty of a device will not be permitted.

800948-3.6 **CUTTING AND PATCHING.** The Contractor shall do all necessary cutting and patching of the pavement that may be required by the drawings and Specifications to complete the structure. He shall restore all such cut or patched areas as directed by the Resident Engineer. Cutting of existing structures that may endanger the work, adjacent property, workmen or the public shall not be done unless approved by the Owner and under his direction.

800948-3.7 **CLEAN UP.** The Contractor shall remove from the Owner's property and from all public and private property, all temporary structures, rubbish, and waste materials resulting from his operation or caused by his employees, and shall remove all surplus materials, leaving the site smooth, clean, and true to line and grade.

800948-3.8 **WARRANTY PERIOD.** Neither the final certificate of payment nor any provision in the Contract, not partial or entire use of the improvements embraced in this Contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contract, or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay any damage to other work resulting there from which shall appear within a period of twelve (12) months from the date of final acceptance of the work. The Owner shall give notice of defective materials and work with reasonable promptness. The warranty applies to equipment furnished, as well as to all other work and materials.

800948-3.9 SLIDING GATE CONSTRUCTION. The Contractor shall install the sliding gate as detailed on the Construction Plans and in accordance with the manufacturer's directions.

800948-3.10 PROTECTIVE ELECTRICAL GROUND. Continuous fence shall be grounded at intervals not exceeding 500 feet. There shall be a ground within 100 feet of gates in each section of the fence adjacent to the gate. Fence under a power line shall be grounded by three grounds; one directly under the crossing and one on each side 25 feet to 50 feet away. A single ground shall be located directly under each telephone wire or cable crossing. The counterpoise ground shall be used only where it is impossible to drive a ground rod. The ground wire shall be connected to the fencing (post, fabric, and tension wire) with UL listed grounding connectors of cast bronze body and bronze or stainless steel bolts and washers.

Grounding connectors shall be sized and suitable for the respective application. Connections to ground rods shall be with UL listed grounding connectors suitable for direct burial in earth or exothermic weld type connectors: Cadweld by Erico Products, Inc., Solon, Ohio, (Phone 1-800-248-9353); Thermoweld by Continental Industries, Inc., Tulsa, Oklahoma (Phone 918-663-1440); Ultraweld by Harger, Grayslake, Illinois (Phone 1-800-842-7437), or: approved equal.

Exothermic weld connections shall be installed in conformance with the respective manufacturer's directions using molds suitable for each respective application. Ground rods shall be 5/8-inch diameter by 8 feet long (minimum), UL-listed, copper-clad. The ground wire used to bond the fencing to the ground rod shall be #6 AWG bare solid copper conductor.

METHOD OF MEASUREMENT

800948-4.1 The quantity of this item to be furnished and installed shall be measured for payment as a unit price per each for the respective sliding gate and shall include all materials, equipment, grounding, labor, coordination, tools, connections, and other incidentals as required to perform the specified work and testing the units for satisfactory operation.

BASIS OF PAYMENT

800948-5.1 Payment will be made at the Contract unit price per each for the respective sliding gate and shall be full compensation for all materials, labor, and equipment required to perform the specified work and testing the units for satisfactory operation, and no additional compensation will be allowed.

If, upon delivery and incorporation of any materials, the Contractor has failed to provide the necessary submittals as required by Sections 30-19, 40-01, 40-03 and 40-09 of the Standard 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 AR800948 28' Manual Sliding Gate GALV - per each.

DIVISION IV

DRAINAGE

ITEM 701

PIPE FOR STORM SEWERS AND CULVERTS

Revise Item 701 of the Standard Specifications as follows:

DESCRIPTION

701-1.1 Add the following:

"This item shall include the provision of 12-inch diameter, dual wall (smooth interior and annular exterior corrugations), watertight pipe, with wire rodent screens and concrete collars as detailed in the Plans and as specified herein."

MATERIALS

701-2.1 GENERAL. Add the following to the materials reference listing:

"Watertight HDPE Pipe AASHTO M294, Type S or ASTM F2306"

701-2.3 CONCRETE. Add the following:

"Cast-in-place concrete used to construct concrete collars at both pipe ends shall conform to Item 610."

Add:

701-2.9 WATERTIGHT HDPE DRAINAGE PIPE. Pipe used in furnishing this item shall be 12-inch diameter, double wall meeting AASHTO M294, Type S or ASTM F2306, watertight. Joints shall meet the requirement of AASHTO M252, AASHTO M294, or ASTM F2306. Joints shall be reinforced with a bell tolerance device installed by the pipe manufacturer. Bell and spigot fittings shall utilize a spun-on or welded bell and valley or saddle gasket meeting the watertight joint performance requirements of AASHTO M252, AASHTO M294, or ASTM F2306. To assure water tightness, field performance verification shall be accomplished by testing in accordance with ASTM F2487.

Add:

701-2.10 WELDED WIRE FABRIC. Welded wire fabric shall conform to the requirements of AASHTO M 55, ASTM A 82, or ASTM A 185, plain type, flat stock only.

METHOD OF MEASUREMENT

701-4.1 Delete this Section.

701-4.2 Delete this Section.

701-4.3 Delete this Section.

Add:

701-4.4 The quantity of 12-inch HDPE drainage pipe with concrete collars and rodent shields will not be measured separately by item or length, but shall be measured as a unit per each, installed to the dimensions and with the accessories shown and detailed in the Plans, and to the satisfaction of the Resident Engineer.

BASIS OF PAYMENT

701-5.1 Delete the first paragraph and replace with the following:

"The Contract unit price per each for 12-inch HDPE Drainage Pipe with Concrete Collars shall be full payment for furnishing and installing all materials, and for all excavation, earth backfill, granular cradle, select granular backfill placement, compaction, concrete collars, wire rodent shields, and surface grading; and for all labor, equipment and tools necessary to complete this item to the satisfaction of the Engineer."

Add the following:

"Payment will be made under:

"Item AR800961 12" HDPE Drain. Pipe w/ Conc. Coll - per each."

DIVISION V

TURFING

ITEM 901

SEEDING

Revise Item 901 of the Standard Specifications as follows:

MATERIALS

901-2.1 SEED. Add the following:

"If planted in the spring, the Contractor shall furnish additional measures beyond that otherwise required in these Special Provisions to prevent weed growth as recommended by a registered nurseryman at no additional cost to the Contract.

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

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

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

CONSTRUCTION METHODS

901-3.1 ADVANCE PREPARATION AND CLEANUP. Add the following as the first paragraph:

"**ALL** perennial weeds and spontaneous vegetation shall be eliminated within the seedbed prior to seeding, using mowing/raking and herbicide. Herbicides used for weed removal shall be as recommended by the seed producer. Based upon actual conditions, it may be necessary for this weed removal to begin up to eight weeks before planting. When all vegetation is dead, the soil shall be tilled and otherwise prepared for planting as specified herein. Weed removal prior to acceptance of the lawn shall be incidental to the Contract."

Add the following paragraphs:

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

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

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

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

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

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

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

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

"It is essential that the seeds planted herein are watered for one to two months after planting to increase germination rates and seedling survival. The Contractor shall regularly water the seedlings to promote proper germination. It will be the Contractor's responsibility to regularly inspect the growth and furnish watering when required. All inspection and watering shall be incidental to seeding."

BASIS OF PAYMENT

901-5.1 Add the following:

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

"Payment will be made under:

"Item AR901510 Seeding - per acre."

ITEM 905

TOPSOILING

Revise Item 905 of the Standard Specifications as follows:

DESCRIPTION

905-1.1 Add the following:

"Topsoil shall be obtained from on-site from other work included in this Contract.

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

MATERIALS

905-2.1 TOPSOIL. Replace the last sentence of the first paragraph with the following:

"At least 90 percent of the material shall pass the No. 10 sieve."

BASIS OF PAYMENT

905-5.1 Replace this paragraph with the following:

"The quantity, determined as provided in Section 905-4.1, will be paid for at the Contract unit price per cubic yard for the pay items listed below (On Site), 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 prescribed in this item, to the satisfaction of the Engineer.

"Payment will be made under:

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

ITEM 908

MULCHING

Revise Item 908 of the Standard Specifications as follows:

DESCRIPTION

908-1.1 Add the following:

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

MATERIALS

908-2.1 MULCH MATERIAL. Delete subparagraphs A, B, and C.

Add the following:

"Only manufactured mulch as specified in the Standard Specifications may be used."

CONSTRUCTION METHODS

908-3.1 MULCHING. Add the following:

"Only manufactured mulch as specified in the Standard Specifications may be used."

BASIS OF PAYMENT

908-5.1 Add the following:

"Payment will be made under:

"Item AR908510 Mulching - per acre."

DIVISION VI

LIGHTING INSTALLATION

ITEM 108

INSTALLATION OF UNDERGROUND CABLE FOR AIRPORTS

Revise Item 108 of the Standard Specifications as follows:

DESCRIPTION

108-1.1 Add the following to this Section:

"This Item of work shall consist of the installation (plowing, trenching, directional-boring, or installing in ducts or raceways) of power cable for electric slide gates at the locations shown on the Plans and in accordance with these Specifications. This Item shall include cable in unit duct where noted on the Plans and specified herein.

"In areas where there is a congestion of buried cable or where the proposed cable crosses an existing cable, the Contractor will be required to trench the proposed cable into place. In all other areas, the Contractor has the option to either trench or plow the proposed cable in unit duct into place.

"When crossing existing circuits, the Contractor will be required to hand dig the trenches for the proposed cable."

Add:

108-1.2 REFERENCES.

- A. ASTM Specification B3 - Standard Specification for Soft or Annealed Copper Wire.
- B. ASTM Specification B8 - Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft.
- C. FAA AC No. 150/5370-2E (or most current issue) "OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION".
- D. Federal Specification A-A-59544 Cable and Wire, Electrical (Power, Fixed Installation).
- E. NFPA 70 - National Electrical Code (most current issue in force).
- F. NFPA 70E - Standard for Electrical Safety in the Workplace.
- G. OSHA 29 CFR Part 1910 Occupational Safety and Health Standards for electrical safety and lockout/tagout procedures.
- H. UL Standard 44 - Thermoset-Insulated Wires and Cables.
- I. UL Standard 83 - Thermoplastic-Insulated Wires and Cables.
- J. UL Standard 854 - Service Entrance Cables.

Add:

108-1.3 SHOP DRAWINGS. The Contractor shall furnish shop drawings for approval before ordering equipment and/or materials. Shop drawings are required for each wire, conductor, and/or cable type to be used on the project. Shop drawings shall be clear and legible. Copies that are illegible will be rejected. Contractor shall submit sufficient copies of shop drawings to meet the needs of his personnel, sub-contractor personnel, and equipment suppliers plus four (4) copies to be retained by the Project Engineer. Shop drawings shall include the following information:

- A. Certification of compliance with the Airport Improvement Program Buy American Requirement and the Buy American Act for all materials and equipment.
- B. In order to expedite the shop drawing review, inspection and/or testing of materials, the Contractor shall furnish complete statements to the Project Engineer as to the origin, composition, and manufacturer of all material to be used in the work. Such statements shall be furnished promptly after execution of the Contract but, in all cases, prior to delivery of such materials.
- C. Indicate the pay item number for each respective cable and/or cable in unit duct.
- D. Shop drawings shall include wire/conductor/cable cut sheets with type, size, specifications, ETL or UL listing, manufacturer, and catalog or part number.
- E. Shop drawings for cable in unit duct items shall include cut sheets with type, size, specifications, ETL or UL listing, manufacturer, and catalog or part number for the respective unit duct.
- F. Where cable is required to have colored coded insulation, provide information on the color coding for the respective conductors.

EQUIPMENT AND MATERIALS

108-2.1 GENERAL. Add the following.

"All cable shall be FAA approved or UL-listed as suitable for installed application. Cable furnished on this project shall comply with the requirements of the "Buy American Act". All conductors shall be copper."

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

"Cable shall be manufactured in the United States of America to comply with the Airport Improvement Program Buy American Requirement. Power and/or control wiring 600V and below shall be the type, size, and number of conductors as detailed on the Plans and specified herein.

"THWN Wire. Cable shall comply with Underwriters' Laboratories Standard UL-83 and Federal Specification A-A-59544. Conductor shall be soft-annealed, uncoated copper and shall comply with ASTM B3 and B8. Insulation shall be rated for 600-Volt. Insulation shall be polyvinyl-chloride conforming to Underwriters' Laboratories requirements for Type THW. The outer covering shall be nylon-conforming to Underwriters' Laboratories for type THHN or THWN. Cable shall be UL-listed and marked THWN-2.

"XHHW Wire. Cable shall be UL-listed as Type XHHW-2 per UL Standard 44. Cable shall also conform to ICEA S-95-658/NEMA WC70 and Federal Specification A-A-59544. Conductors shall be Class B stranded, annealed, uncoated copper per UL Standard 44. Insulation shall be rated for 600-Volt. Insulation shall be cross-linked polyethylene complying with the physical and electrical requirements of UL Standard 44 for Type XHHW-2. XHHW wire may be used in place of THWN wire for all applications.

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

"Item AR108051 Power Cable in Unit Duct shall consist of 4-1/C #8 AWG, XLP-USE, 600-Volt cable in unit duct (1.25 inch or sized larger, as required per NEC). Conductor insulation for 480 VAC, three phase, 3-wire with ground circuits shall be color-coded: Phase A - Brown, Phase B - Orange, Phase C - Yellow, and Ground - Green.

"Color-coding: Color-code phase and neutral conductor insulation for No. 6 AWG or smaller. Provide colored marking tape or colored insulation for phase and neutral conductors for No. 4 AWG and larger. Insulated ground conductors shall have green colored insulation for all conductor sizes (AWG and/or KCMIL) to comply with NEC 250.119. Neutral conductors shall have white colored insulation for No. 6 AWG and smaller to meet the requirements of NEC 200.6. Standard colors for power wiring and branch circuits for 120/240 VAC, 1-Phase, 3-Wire system shall be Phase A - Black, Phase B - Red, Neutral - White, and Ground - Green. Standard colors for power wiring and branch circuits for 208Y/120 VAC, 3-Phase, 4-Wire system shall be Phase A - Black, Phase B - Red, Phase C - Blue, Neutral - White, and Ground - Green. Standard colors for power wiring and branch circuits for 240/120 VAC, 3-Phase, 4-Wire system shall be Phase A - Black, Phase B (High Leg) - Orange, Phase C - Blue, Neutral - White, and Ground - Green. Standard colors for power wiring and branch circuits for 480Y/277 VAC, 3-Phase, 4-Wire system shall be Phase A - Brown, Phase B - Orange, Phase C - Yellow, Neutral - Gray, and Ground - Green."

108-2.3 BARE COPPER WIRE (COUNTERPOISE). Revise this Section to read:

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

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

"The Contractor will use a cable stripper/penciller whenever cable connections are made.

"All breaks in the unit duct shall be sealed by shrink kits.

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

108-2.13 UNIT DUCT. Add the following:

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

"Nominal Duct Size	Nominal Inside Diameter	Nominal Standard Wall	Nominal Outside Diameter *
¾"	0.910"	0.070"	1.050"
1"	1.145"	0.085"	1.315"
1-¼"	1.440"	0.110"	1.660"
1-½"	1.650"	0.125"	1.900"
2"	2.065"	0.155"	2.375"
2-½"	2.449"	0.213"	2.875"
3"	3.048"	0.226"	3.500"
4"	4.000"	0.250"	4.500"

* Dimensions include allowance for duct eccentricity."

CONSTRUCTION METHODS

108-3.1 GENERAL. Add the following to this Section:

"The cable quantities as shown on the Construction plans are based on straight-line measurement. All other cable lengths, such as slack or waste, will not be measured for payment.

"If the Contractor wishes to lay cable on a line other than that shown on the Plans, he shall obtain approval of the Resident Engineer before doing so. Any additional cable needed because of such change will be at the Contractor's expense.

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

"The Contractor shall identify all existing underground utilities located within the area where the proposed cables are being installed, and will take all precautions to protect these utilities from damage. Care shall be taken so as not to damage any existing circuits. Any existing circuits damaged shall be immediately repaired to the satisfaction of the Engineer and/or the respective utility or owner where applicable. Any underground utility damaged will be repaired or replaced at the Contractor's own expense. Any repairs of existing cables will be considered incidental to the Contract, and no additional compensation will be allowed.

"Contractor shall coordinate work and any power outages with the Airport Manager or respective Airport personnel. 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).

"Contractor shall comply with the requirements of FAA AC No. 150/5370-2E (or most current issue) "OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION".

"Contractor shall comply with the applicable requirements of NFPA 70E - Standard for Electrical Safety in the Workplace.

"All temporary installations shall comply with National Electrical Code Article 590 - "Temporary Installations". The Contractor shall secure, identify, and place temporary exposed wiring in conduit, duct, or unit duct to prevent electrocution and fire ignition sources in conformance with the requirements of FAA AC 150/5370-2E, Part 3-6, c.

"All cables installed by the Contractor shall be properly labeled and tagged at all points of access (handholes, manholes, and the respective wireway in the vault).

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

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

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

"Where cable in unit duct enters a handhole with a continuous duct bank system to the termination point (such as from a handhole to the vault or between handholes) the unit duct will not be required for the respective cable."

108-3.3 TRENCHING. Add the following to this Section:

"F. Cable installed in cultivated fields shall be installed a minimum of 42 inch below grade.

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

108-3.5 SPLICING. Add the following:

"In-line connections for existing cables cut during construction shall be repaired with the cast splice kit. The Contractor shall have a minimum of two splice kits on the job site at all times for emergency repairs. Cast splice kits shall be specified in paragraph A. of Item 108-2.4. Splice markers shall be installed over each splice in cables not to be abandoned."

108-3.6 BARE COUNTERPOISE WIRE INSTALLATION AND GROUNDING FOR LIGHTNING PROTECTION. Revise this Section to read as follows:

"Bare Copper counterpoise wire will not be required on this project under Item 108."

Add:

108-3.12 LOCATING EXISTING UNDERGROUND UTILITIES AND CABLES.

The location, size, and type of material of existing underground and/or aboveground utilities indicated on the Plans are not represented as being accurate, sufficient, or complete. Neither the Owner nor the Engineer assumes any responsibility whatever in respect to the accuracy, completeness, or sufficiency of the information. There is no guarantee, either expressed or implied, that the locations, size, and type of material of existing underground utilities indicated are representative of those to be encountered in the construction. It shall be the Contractor's responsibility to determine the actual location of all such facilities, including service connections to underground utilities. Prior to construction, the Contractor shall notify the utility companies of his operational plans, and shall obtain, from the respective utility companies, detailed information and assistance relative to the location of their facilities and the working schedule of the companies for removal or adjustment, where required. In the event an unexpected utility interference is encountered during construction, the Contractor shall immediately notify the utility company of jurisdiction. The Owner's Representative and/or the Resident Engineer shall also be immediately notified. Any damage to such mains and services shall be restored to service at once and paid for by the Contractor at no additional cost to the Contract.

All utility cables and lines shall be located by the respective utility. Contact JULIE (Joint Utility Location Information for Excavators) for utility information, phone: 1-800-892-0123. Contact the FAA (Federal Aviation Administration) for assistance in locating FAA cables and utilities. Location of FAA power, control, and communication cables shall be coordinated with and/or located by the FAA. Also contact Airport Director/Manager and Airport Personnel for assistance in locating underground Airport cables and/or utilities. Also coordinate work with all aboveground utilities.

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

Add:

108-3.13 SEPARATION OF HIGH-VOLTAGE AND LOW-VOLTAGE WIRING.

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

METHOD OF MEASUREMENT

108-4.1 Add the following:

"Cable in unit duct shall be measured for payment from the respective termination point in the field up to the point of entry to the proposed power rack assembly. Cable or cable in duct installed between the existing Com Ed transformer and the proposed power rack shall be incidental to Item AR109535, and no additional measurement for payment will be made. All other cables and wiring associated with the respective electric gate installation shall not be measured for payment. This shall be incidental to the respective item of work for which it is being installed.

"The footage of line marking tape furnished and installed and/or the number of cable markers furnished and installed shall be considered incidental to the work and shall not be measured separately."

BASIS OF PAYMENT

108-5.1 Add the following:

"Payment will be made at the Contract unit price per linear foot of cable completed and accepted by the Engineer. This price shall be full compensation for furnishing all materials, and for all preparation, assembly, and installation of these materials; for all plowing, trenching, directional-boring, coring of manholes or handholes, installation in ducts, raceways, conduits, splice cans, handholes, or manholes, and for all excavation and backfilling; for all site restoration (topsoiling, grading, seeding, mulching) and pavement restoration; and for all labor, equipment, tools, and incidentals necessary to complete this Item.

"Payment will be made under:

"Item AR108051 Power Cable in Unit Duct - per linear foot."

ITEM 109

INSTALLATION OF AIRPORT TRANSFORMER VAULT AND VAULT EQUIPMENT

Revise Item 109 of the Standard Specifications as follows:

DESCRIPTION

109-1.1 Revise this Section to read as follows:

"Item AR109535 Electric Service Entrance shall consist of furnishing and installing new electric service from the respective utility transformer secondary to the respective electric utility meter base as detailed on the Plans and specified herein. This item shall include all labor, field verification of existing conditions, transportation, equipment, materials, conductors, connectors, conduits, tools, coordination, labeling, testing and all incidentals required to place the electric service into proper working order as a completed unit to the satisfaction of the Owner and Engineer, including:

- A. Field verification of existing site conditions to determine complexity of the proposed work.
- B. Coordinating all work with the Airport Manager, the designated Airport Maintenance Staff, and the Resident Engineer.
- C. Coordinating all service entrance work with the serving electric utility company and the Airport Manager. Service entrance work shall be as detailed on the Plans, per the serving electric utility requirements, and as specified herein.
- D. Furnishing shop drawings for equipment and materials.
- E. Furnishing and installing all service cable/wiring, raceways, conduits, etc. as detailed on the Plans and specified herein.
- F. Testing the new electric service system for the gate operators. Measure and record voltages at service panel."

Add the following:

"Item AR800969 Secondary Power Distribution shall consist of furnishing and installing an electric utility meter pedestal, service panelboard, surge protective device, support structure and associated conduits, wiring, grounding and incidentals to power the electric gate operators as detailed on the Plans and specified herein. This item shall include all labor, field verification of existing conditions, transportation, equipment, materials, conductors, connectors, conduits, raceways, junction boxes, grounding, tools, coordination, operational instructions, labeling, testing and all incidentals required to place the service and power distribution system and associated equipment into proper working order as a completed unit to the satisfaction of the Owner and Engineer, including:

- A. Field verification of existing site conditions to determine complexity of the proposed work.
- B. Coordinating all work with the Airport Manager, the designated Airport Maintenance Staff, and the Resident Engineer.

- C. Furnishing shop drawings for equipment and materials.
- D. Furnishing and installing all power cable, wiring, raceways, conduits, fittings, grounding, and incidentals as detailed on the Plans and specified herein.
- E. Testing, adjusting, and retesting (where applicable) the new service and power distribution system for the gate operators for proper operation.”

Add:

109-1.2 REFERENCES.

- A. ANSI C80.1 - Rigid Steel Conduit, Zinc Coated.
- B. ANSI C80.4 - Fittings Rigid Metal Conduit and EMT.
- C. ANSI Z535.4-2002 - American National Standard for Product Safety Signs and Labels.
- D. ASTM Specification B3 - Standard Specification for Soft or Annealed Copper Wire.
- E. ASTM Specification B8 - Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft.
- F. Federal Specification A-A-59544 Cable and Wire, Electrical (Power, Fixed Installation).
- G. FAA-STD-019d dated August 9, 2002, "Department of Transportation Federal Aviation Administration Standard, LIGHTNING AND SURGE PROTECTION, GROUNDING, BONDING AND SHIELDING REQUIREMENTS FOR FACILITIES AND ELECTRONIC EQUIPMENT.
- H. FAA-STD-019e, dated December 22, 2005, "Department of Transportation Federal Aviation Administration Standard, LIGHTNING AND SURGE PROTECTION, GROUNDING, BONDING AND SHIELDING REQUIREMENTS FOR FACILITIES AND ELECTRONIC EQUIPMENT.
- I. NEMA TC-2 - Electrical Plastic Tubing and Conduit.
- J. NEMA TC-3 - Fittings Rigid PVC Conduit and Tubing.
- K. NFPA 70 - National Electrical Code (most current issue in force).
- L. 2002 Electrical Code (or most current issue in force) of the City of Waukegan, Illinois.
- M. UL Standard 6 - Rigid Metal Conduit.
- N. UL Standard 44 - Thermoset-Insulated Wires and Cables.
- O. UL Standard 83 - Thermoplastic-Insulated Wires and Cables.
- P. UL Standard 467 - Grounding and Bonding Equipment.
- Q. UL Standard 486A-486B Wire Connectors.

- R. UL Standard 514B - Conduit, Tubing and Cable Fittings.
- S. UL Standard 651 - Schedule 40 and 80 Rigid PVC Conduit.
- T. UL Standard 854 - Service Entrance Cables.

Add:

109-1.3

SHOP DRAWINGS. The Contractor shall furnish shop drawings for approval before ordering equipment and/or materials. Shop drawings are required for vault equipment and materials to be used on the project. Shop drawings shall be clear and legible. Copies that are illegible will be rejected. Contractor shall submit sufficient copies of shop drawings to meet the needs of his personnel, sub-contractor personnel, and equipment suppliers plus 4 copies to be retained by the Project Engineer. Shop drawings shall include the following information:

- A. Certification of compliance with the Airport Improvement Program Buy American Requirement and the Buy American Act for all materials and equipment.
- B. In order to expedite the shop drawing review, inspection and/or testing of materials and equipment, the Contractor shall furnish complete statements to the Project Engineer as to the origin and manufacturer of all materials and equipment to be used in the work. Such statements shall be furnished promptly after execution of the Contract but, in all cases, prior to delivery of such materials and equipment.
- C. Submittals for panelboards shall include manufacturer, catalog numbers, panel schedule, voltage and amperage ratings, service entrance rating, bus material, integrated short circuit ampere rating, circuit breaker arrangement and sizes and respective enclosure.
- D. Cut sheets with part number and specifications for the surge protective device.
- E. Provide cut sheets for all types of conduit used with the installation (for example galvanized rigid steel conduit and Schedule 40 PVC conduits). Include certification that steel conduits are made with 100 percent domestic steel.
- F. Provide cut sheets with manufacturer's name, catalog number, dimensions, material and UL listing for each type and size ground rod. Include certification of 100% domestic steel for ground rods.
- G. Provide cut sheets for the service and power circuit conductors.
- H. Concrete mix design, per Item 610.

EQUIPMENT AND MATERIALS

109-2.1

GENERAL. Add the following to this Section:

- "C. Manufacturer's certifications shall not relieve the Contractor of the Contractor's responsibility to provide materials in accordance with these specifications and acceptable to the Engineer. Materials supplied and/or installed that do not materially comply with these specifications shall be removed, when directed by the Engineer and replaced with materials which do comply with these specifications, at the sole cost of the Contractor.

"D. All materials and equipment used to construct this item shall be submitted to the Engineer for approval prior to ordering equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, legible, precise, and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be boldly and clearly made with arrows or circles (highlighting is not acceptable). Contractor is solely responsible for delays in project accruing directly or indirectly from late submissions or re-submissions or submittals.

"E. The data submitted shall be sufficient, in the opinion of the Engineer, to determine compliance with the Plans and Specifications. The Engineer reserves the right to reject any and all equipment, materials, or procedures, which, in the Engineer's opinion, does not meet the system design and standards and codes specified herein."

109-2.4 BRICK. Delete this Section.

109-2.5 RIGID STEEL CONDUIT. Add the following:

"GRSC (Galvanized Rigid Steel Conduit) shall be heavy wall, hot-dipped, galvanized steel pipe bearing the UL label and conforming to UL-6 and ANSI Specification C80.1. Couplings, connectors, and fittings for rigid steel conduit shall be threaded, galvanized steel, or galvanized malleable iron specifically designed and manufactured for the purpose. Fittings shall conform to ANSI C80.4 and UL-514B. Set screw type fittings are not acceptable. Galvanized rigid steel conduit shall be produced from 100 percent domestic steel."

109-2.6 LIGHTING. Delete this Section.

109-2.10 HIGH-VOLTAGE BUS. Delete this Section.

109-2.11 BUS CONNECTORS. Delete this Section.

109-2.12 BUS SUPPORTS. Delete this Section.

109-2.13 GROUND BUS. Delete this Section.

109-2.15 GROUND RODS. Revise this Section to read as follows:

"Ground rods shall be 3/4-inch diameter, 10 feet long, UL-listed, copper-clad with 10-mil. minimum copper coating. Steel used to manufacture ground rods shall be 100 percent domestic steel."

109-2.16 POTHEADS. Delete this Section.

109-2.17 PREFABRICATED METAL HOUSING. Delete this Section.

109-2.19 OTHER ELECTRICAL EQUIPMENT. Add the following:

"Switches, cutouts, relays, lighting contactors, terminal blocks, circuit breakers, and all other regularly used commercial items of electrical equipment not covered by FAA equipment specifications shall conform to the applicable rulings and standards of the institute of Electrical and Electronic Engineers or the National Electrical Manufacturer's Association. When specified, test reports from a testing laboratory indicating that the equipment meets the specifications shall be supplied. In all cases, equipment shall be new and a first-grade product. This equipment shall be supplied in the quantities required for the specific project and shall incorporate the electrical and mechanical characteristics specified in the Plans or in the proposal. Contractor shall confirm quantity for all electrical equipment with the Plans. Proposed electrical equipment for this project shall be as follows:

- A. Electric Utility Meter Base. Electric utility meter base or pedestal shall conform to the requirements of the service electric utility company.

- B. Circuit Breaker Panelboard. Circuit breaker panelboard shall be rated 480/277 VAC, 3 phase, 4-wire and shall have copper bus structure braced for 35,000 RMS Amperes fault current minimum at 480/277 VAC. All copper parts shall be plated to prevent corrosion. Panelboards shall bear the UL label. Panelboards for service entrance applications shall be UL-listed suitable for service entrance. All panelboards shall be dead-front safety-type, equipped with thermal magnetic-molded case breakers and solid neutral bus. Bus bar connections to the branch circuit breakers shall be the "Distributed Phase" or "Phase Sequence" type. Bussing shall be such that adjacent single-pole breakers will be on different phases or polarities, and that two pole breakers can be installed at any location. Panelboard numbering shall be such that starting at the top, odd numbers shall be used in sequence down the left hand side, and even numbers shall be used in sequence down the right hand side. Cabinets shall be fabricated of code-gauge, galvanized steel with gutters per the NEC. Cabinets for outdoor locations shall be rated NEMA 3R and NEMA 12. Fronts shall have doors with matching one-piece trim, be code-gauge, and be finished with rust-inhibiting primer and baked enamel. Fronts shall have adjustable indicating trim clamps completely concealed when door is closed. Provide a circuit directory frame and card with a clear plastic covering on the inside of the doors. Fronts shall have flush locks, and be furnished with two keys per lock. Provide circuit breakers, quick-make, quick-break, thermal-magnetic, trip indicating, and common trip on all multi-pole breakers. Handles shall have "ON", "OFF" and "TRIPPED" positions. Circuit breakers shall be UL-listed in accordance with UL Standard 489. Breakers shall have bolt-on connections to the bus. Amperage trip ratings, voltage ratings, interrupting current ratings, and number of poles shall be as shown on the panelboard schedules. Contractor shall confirm and adjust circuit breaker sizes, as required for the respective equipment or device being fed, in accordance with the respective equipment manufacturer's recommendation and the NEC. Panelboards shall be furnished with copper-ground bus and separate insulated copper neutral bus.

- C. Surge Protective Device for Service Panelboard. AC power surge protective device shall be UL-listed per UL 1449, Third Edition, and shall conform to the applicable requirements of FAA-STD-019d dated August 9, 2002, "LIGHTNING AND SURGE PROTECTION, GROUNDING, BONDING, AND SHIELDING REQUIREMENTS FOR FACILITIES AND ELECTRONIC EQUIPMENT". AC power surge arrester/TVSS for the service panel shall be suitable for a 480/277 VAC, 3-phase, 4-wire, plus ground system with a surge current rating of 240,000-Amps, 8 x 20 microsecond wave per mode (L-L, L-N, L-G, N-G), and status indication lights in a NEMA 4X stainless steel enclosure, Lightning Protection Corporation Model LPC 2070-8U-G, or approved equal. Include six spare indicator lamps with each AC power surge protective device.

- D. Junction and Pull Boxes. Junction and pull boxes shall be sized, as required for conductors and splices and per 2011 NEC Article 314. Boxes shall be UL-listed. Special boxes made to suit conditions shall be used to accommodate the respective application, or where required by the NEC, even though they might not be indicated on the Drawings. Boxes located outdoors shall be NEMA 4 stainless steel.
- E. Schedule 40 PVC Conduit. Schedule 40 PVC conduit shall comply with Item 110 and the following: Conduit shall be Schedule 40 PVC, UL-listed, rated for 90°C cable-conforming to NEMA Standard TC-2 and UL 651. Fittings shall conform to NEMA Standard TC-3 and UL 514B. Conduits shall be suitable for underground applications encased in concrete or direct burial, and suitable for exposed applications aboveground.
- F. Liquid-Tight Flexible Metal Conduit. Liquid-tight, flexible metal conduit shall consist of polyvinyl jacket over flexible hot dip galvanized steel tubing. The flexible conduit shall be completely sealed from liquids, dust, dirt, and fumes and be resistant to oil, gasoline, grease, and abrasion. Jacket shall also be sunlight-resistant. Liquid-tight flexible metal conduit shall be UL-listed, suitable for use as a grounding conductor, and comply with Article 350 of the NEC. Liquid-tight flexible metal conduit and associated fittings shall be UL-listed to meet the requirements of NEC 350.6. Liquid-tight flexible metal conduit shall be Anaconda Sealtite Type UA as manufactured by Anamet Electrical Inc., 1000 Broadway Avenue East, Mattoon, Illinois 61938-0039, (Phone: 217-234-8844), Liqueflex Type LA as manufactured by Electri-Flex Company, 222 W. Central Ave., Roselle, Illinois 60172, (Phone: 630-529-2920 or 1-800-323-6174), or approved equal. Do not install liquid-tight flexible metal conduit that is not UL listed. Contractor shall confirm liquid-tight flexible metal conduit bears the UL label prior to installation."

109-2.20 WIRE. Delete Paragraphs 1, 2, and 3 under Section B. Power Circuits.

Add the following:

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

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

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

"XHHW Wire. Cable shall be UL-listed as Type XHHW-2 per UL Standard 44. Cable shall also conform to ICEA S-95-658/NEMA WC70 and Federal Specification A-A-59544. Conductors shall be Class B stranded, annealed, uncoated copper per UL Standard 44. Insulation shall be rated for 600-Volt. Insulation shall be cross-linked polyethylene complying with the physical and electrical requirements of UL Standard 44 for Type XHHW-2. XHHW wire may be used in place of THWN wire for all applications.

"Grounding electrode conductors and/or bonding jumpers shall be the size and type, as detailed on the Plans."

CONSTRUCTION METHODS

109-3.10 GENERAL. Add the following to this Section:

"The Contractor shall furnish and install all materials necessary for complete and operational installation of the service and power distribution equipment, as specified herein and as shown on the Plans. The complete installation and wiring shall be done in a neat, workmanlike manner. All electrical work shall comply with the requirements of the NFPA 70 - National Electrical Code (NEC) most current issue in force, City of Waukegan Amendment to the National Electrical Code, and all other applicable local codes, laws, ordinances, and requirements in force. Electrical equipment shall be installed in conformance with the respective manufacturer's directions and recommendations for the respective application. Any installations which void the UL listing, ETL listing (or other third party listing), and/or the manufacturer's warranty of a device will not be permitted. Included in this item are:

- A. 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.
- B. Contractor shall keep a copy of the Plans, Special Provision Specifications including any addenda, and copies of any change orders on site at all times during construction.
- C. Contractor shall coordinate work and any power outages with the Airport Manager, the Airport Maintenance Staff, 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).
- D. All electrical equipment installed by the Contractor shall be properly labeled, and all cables must be tagged.
- E. Locate Existing Utilities and Cables. The location, size, and type of material of existing underground and/or aboveground utilities indicated on the Plans are not represented as being accurate, sufficient, or complete. Neither the Owner nor the Engineer assumes any responsibility whatever in respect to the accuracy, completeness, or sufficiency of the information. There is no guarantee, either expressed or implied, that the locations, size, and type of material of existing underground utilities indicated are representative of those to be encountered in the construction. It shall be the Contractor's responsibility to determine the actual location of all such facilities, including service connections to underground utilities. Prior to construction, the Contractor shall notify the utility companies of his operational plans, and shall obtain from the respective utility companies detailed information and assistance relative to the location of their facilities and the working schedule of the companies for removal or adjustment, where required. In the event an unexpected utility interference is encountered during construction, the Contractor shall immediately notify the utility company of jurisdiction. The Owner's Representative and/or the Resident Engineer shall also be immediately notified. Any damage to such mains and services shall be restored to service at once and paid for by the Contractor at no additional cost to the Contract. All utility cables and lines shall be located by the respective utility. **Contact JULIE (Joint Utility Location Information for Excavators) for utility information, phone: 1-800-892-0123.** Contact the FAA (Federal Aviation Administration) for assistance in locating FAA cables and utilities. Location of FAA power, control, and communication cables shall be coordinated with and/or located by the FAA. Also contact Airport Director/Manager and Airport Personnel for assistance in locating underground Airport cables and/or utilities. Also coordinate work with all aboveground utilities.

- F. Contractor shall comply with the requirements of FAA AC No. 150/5370-2E (or most current issue) "OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION".
- G. Secure, identify, and place any temporary exposed wiring in conduit to prevent electrocution and fire ignition sources."

109-3.11 POWER SUPPLY EQUIPMENT. Add the following to this Section:

Electric Service for Gate Operators. Contractor shall furnish and install electric service entrance for the Gate Operators, as detailed on the Plans and specified herein. As part of the service entrance work, the Contractor shall coordinate with the serving utility, (Commonwealth Edison Company New Business Department Phone: 866-639-3532 and Mr. Patrick Buchanan, Com Ed Service Representative Phone: 847-816-5509) the installation of a 480/277 VAC, three-phase, 4-wire service sufficient to handle a 100-Amp service for the gate operators and associated equipment. Service is planned to be provided by an existing pad mount utility transformer located at the site (Com Ed Transformer Number 386314 A8). **The respective Airport Authority/IDOT Division of Aeronautics will pay for all associated electric utility company charges required to provide electric service. The Contractor is not responsible for electric utility company charges associated with the proposed electric service for the gate operators.** The Contractor shall coordinate the new electric service with the serving electric utility company and the Airport Manager. The service entrance shall include, but not be limited to, all service entrance equipment, labor, and materials, as detailed on the Plans and specified herein, in order to provide a complete and operational electrical system.

- A. Electric Utility Company: Major work items to be performed by the serving electric utility company will be as follows:
 - 1. The furnishing of power for a 480/277 VAC, three-phase, 4-wire secondary service sufficient to handle the loads for a 100-Amp service.
 - 2. Furnishing and installing the meter.
 - 3. Connecting service conductors to the utility transformer.
 - 4. The serving electric utility company shall retain the right to review and approve Drawings prior to installation.
- B. Contractor: Major work items to be performed by the Contractor shall be as follows: all work, labor, equipment, and materials shall be as detailed on the Plans specified herein and per the serving electric utility's requirements, where applicable.
 - 1. Furnishing and installing service entrance cables and conduit from the utility transformer to the utility metering equipment. Provide sufficient slack for the utility company to make connections to their equipment.
 - 2. Furnishing and installing service entrance cables and conduit from the utility metering equipment to the service panelboard.
 - 3. Furnishing and installing a new service panelboard as detailed on the Plans and specified herein.
 - 4. Furnishing and installing ground conductors, ground rods, and grounding electrode conductor conduit.
 - 5. Coordinating work with the Airport Manager and/or the Airport Representative.
 - 6. Coordinating work and verifying all requirements with serving electric utility.
 - 7. Additional work as required by the serving electric utility and as required to provide a complete and operational electric service entrance system."

109-3.12 SWITCHGEAR AND PANELS. Add the following to this Section:

"Installation of Panelboards. Panelboards shall be thoroughly inspected for physical damage, proper alignment, anchorage, and grounding. The exterior finish shall be inspected for blemishes, nicks, and bare spots and touched up, as required, using matching touch-up paint. Inspections shall be made for proper installation and tightness of connections for circuit breakers. Install panelboards, as shown on the Plans and in accordance with NEMA PB1.1. Maximum distance from floor to highest breaker shall not exceed 6 feet-6 inches. Install panelboards plumb. Install circuit breakers in panelboards in conformance with the respective manufacturer's directions. Connect only one wire/cable to each breaker terminal. Provide filler plates for unused spaces in panelboards. Provide typed circuit directory for each branch circuit panelboard to identify the respective device fed by each circuit breaker. Revise directory to reflect circuiting changes, as required. Provide legend plates for all panelboards to identify the panelboard designation, the power source, and the voltage system. Legend plates shall be weatherproof and abrasion-resistant, phenolic material. Lettering shall be black on white background. Panelboards shall be thoroughly tested after installation and connection to respective loads.

"Surge Arrester Installation. Install Surge Protector Devices (SPD)/TVSS devices in conformance with of FAA-STD-019d, dated August 9, 2002, "LIGHTNING AND SURGE PROTECTION, GROUNDING, BONDING AND SHIELDING REQUIREMENTS FOR FACILITIES AND ELECTRONIC EQUIPMENT" and the respective manufacturer's directions and recommendations. Contractor shall confirm all connections to the surge arrester (phases, neutral, and ground) are completed and secure. Connection leads to the surge arrester shall be sized per the respective manufacturer's recommendation and as detailed herein, and shall be maintained as short as possible, maximum 2 feet in length, and laced together for mutual coupling. The conduit or conduit nipple connecting the SPD/TVSS device enclosure to the panel enclosure shall be sealed with duct seal or other nonflammable medium to prevent soot from entering the enclosure in the event of a SPD/TVSS device failure."

109-3.13 DUCT AND CONDUIT. Add the following to this Section:

"A. Conduit shall be installed in accordance with the following:

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

"B. Conduit Runs

1. All conduits shall be sized as indicated on the Drawings, or if conduit sizes not shown, shall be in accordance with the NEC. All conduit systems shall be mechanically and electrically continuous from source of current to all outlets and grounded in accordance with the NEC.
2. Run all exposed conduit parallel to building walls using right-angle bends. Exposed diagonal runs of conduit will not be permitted. Do not install conduit on roof surfaces unless specifically indicated on the Drawings.
3. Ream conduit after threads are cut. Cut ends square, and butt solidly into couplings.
4. Prevent the accumulation of water, foreign matter, or concrete in the conduits during the execution of the work. Temporarily plug conduit, blowout, and swab before wires are pulled.

5. Fasten conduits to all sheet metal boxes and cabinets with two locknuts in accord with NEC, where insulated bushings are used and where bushings cannot be brought into firm contact with the metal enclosures; otherwise, use at least a single locknut and bushing.
6. Provide conduit expansion joints at building expansion joints for conduit runs 1½ inch and larger. Provide conduit expansion joints or flexible conduit connection at building expansion joints for conduits less than 1½-inch.
7. Seal each underground joint and make water-tight.
8. Where building construction or other conditions make it impossible to use standard threaded couplings, install water-tight, threaded unions.
9. Make changes in direction of runs with symmetrical bends or cast-metal fittings. Make field-made bends and offsets with conduit bending machine to avoid changing the internal diameter of the conduit and not damage its protective coating either inside or outside. Individual bends shall not exceed 90 degrees and not more than 270 degrees total bends will be allowed in any one conduit run. Where more bends are necessary, and conduit runs exceed 150-linear feet, install a suitable pull box or junction box.
10. Provide empty conduits installed with a pull wire. Pull wire shall be No. 14 AWG zinc-coated steel, or of plastic having not less than 200-lb. tensile strength. Leave not less than 12-inch of slack at each end of the pull wire.
11. Use liquid-tight, flexible metal conduit for final connection to motors, constant current regulators, transformers, portable equipment, and for equipment subject to vibration and noise transmission. For each conduit sizes up to 1-inch trade size, flexible conduit shall be minimum length of 12-inch and a maximum length of 36-inch. For conduit sizes above 1-inch trade size, flexible conduit shall be minimum length of 20-inch and maximum length of 48-inch. Liquid-tight, flexible metal conduit shall be UL-listed and suitable for grounding. Liquid-tight, flexible metal conduit that is used for flexibility (including connections to motors, constant current regulators, and transformers) shall require and external bonding jumper or internal equipment grounding conductor per NEC 350.60. Do not install liquid-tight, flexible metal conduit that is not UL-listed.

“C. Raceway Support and Hangers

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

<u>Material</u>	<u>Maximum Spacing of Supports</u>
a. ½-inch thru 1-inch trade size conduit	6 feet
b. ¾-inch thru 1½-inch trade size conduit	8 feet
c. 2-inch to 4-inch trade size conduit	10 feet
d. Liquid-Tight, Flexible Metal Conduit	4½ feet
e. Metal Wireway	10 feet

2. Support rigid conduits within 3 feet of every outlet box, junction box, pull box, cabinet, or termination. Support flexible conduit within 12-inch on each side of every outlet box or fitting.

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

109-3.15 WIRING AND CONNECTIONS. Add the following to this Section:

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

109-3.16 MARKING AND LABELING. Add the following to this Section:

"C. Legend plates shall be provided for all equipment. Legend plates shall be provided to identify the equipment controlled, the power source, and the function of each device. Legend plates shall be weatherproof, abrasion-resistant, phenolic/plastic, engraved material and fastened with contact-type permanent adhesive, screws, or rivets. Installation shall not break, crack, or deform the legend plate. Lettering shall be ¼ inch high, black on a white background, unless noted otherwise.

"D. Identify control wiring at each termination point and in junction/terminal boxes with wire number corresponding to the respective control wiring diagram or respective terminal numbering arrangement. Each individual control wire shall have unique identification and shall maintain that same identification from its point of origin to its final termination point. Wire markers shall be permanent pressure sensitive label with suitable numbers or letters for easy recognition. Where new control wiring is interfaced to existing control wiring it shall also match the color coding of the existing control wiring.

"E. Color-code phase and neutral conductor insulation for No. 6 AWG or smaller. Provide colored marking tape for phase and neutral conductors for No. 4 AWG and larger. **Insulated ground conductors shall have green colored insulation for all conductor sizes (AWG and/or KCMIL) to comply with NEC 250.119. Neutral conductors shall have white or gray colored insulation for No. 6 AWG and smaller to meet the requirements of NEC 200.6.** Standard colors for power wiring and branch circuits shall be as follows:

480/277 VAC, 3 Phase, 4-wire

Phase A	Brown
Phase B	Orange
Phase C	Yellow
Neutral	Gray or White
Ground	Green

- "F. Furnish and install weatherproof warning label for each cutout enclosure and control panel to warn persons of potential electric arc flash hazards, per the requirements of NEC 110.16 "Flash Protection". Labels shall also conform to ANSI Z535.4-2002 "American National Standard for Product Safety Signs and Labels". NEC 110.16 requires that switchboards, panelboards, industrial control panels, meter socket enclosures, and motor control centers that are likely to require examination, adjustment, servicing, or maintenance while energized shall be field marked to warn qualified persons of potential arc flash hazards. The markings shall be located so as to be clearly visible to qualified persons before examination, adjustment, servicing, or maintenance of the equipment. This new requirement is intended to help reduce the occurrence of serious injury or death due to arcing faults to those working on or near energized electrical equipment. The warning labels are to indicate to a qualified worker who intends to open the equipment for analysis of work that a serious hazard exists and that the worker should follow appropriate work practices and wear appropriate PPE for the specific hazard. Labels shall be as detailed on the Plans or shall include at least the following information: "Warning - Potential Arc-Flash Hazards exist while working on this energized equipment. Appropriate PPE Required."

Add:

109-3.18

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

- Project number,
- Project title and location,
- Device or system tested,
- Test performed,
- Date performed,
- Test equipment used,
- Respective Contractor's name, address, and telephone number,
- Testing firm's name, address, and telephone number, if other than the Contractor,
- Names of individuals performing tests,

- Names of individuals observing tests,
- Statement verifying each test,
- Nameplate data from respective equipment tested,
- Test results, and
- Retest results after correction of defective components or systems, where applicable.

Add:

109-3.19 GROUNDING REQUIREMENTS. Grounding shall conform to the following:

The Contractor shall furnish and install all grounding shown on the Plans, as specified herein, and in conformance with latest NFPA 70 - National Electrical Code in force in order to make a complete grounding system. 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 approved equal.
- C. Metallic surfaces to be joined shall be prepared by the removal of all non-conductive material, per 2011 NEC, Article 250.12. All copper bus bars must be cleaned prior to making connections to remove surface oxidation.
- D. Metallic raceway fittings shall be made up tight to provide a permanent low impedance path for all circuits. Metal conduit terminations in enclosures shall be bonded to the enclosure with UL-listed fittings suitable for grounding. Provide grounding bushings with bonding jumpers (from bushing to the respective ground connection/enclosure frame) for all metal conduits entering service equipment (meter bases, CT cabinet, service disconnects, service panelboards, main service breaker enclosure, etc.). Provide grounding bushings with bonding jumpers for all metal conduits entering an enclosure through concentric or eccentric knockouts that are punched or otherwise formed so as to impair the electrical connection to ground. Standard locknuts or bushings shall not be the sole means for bonding where a conduit enters an enclosure through a concentric or eccentric knockout.
- E. 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.
- F. All metal equipment enclosures, conduits, cabinets, boxes, receptacles, etc. shall be bonded to the respective grounding system.

- G. Each feeder circuit and/or branch circuit shall include an equipment ground wire. Metal raceway or conduit shall not meet this requirement. The equipment ground wire from equipment shall not be smaller than allowed by 2011 NEC Table 250.122 "Minimum Size Conductors or Grounding Raceway and Equipment." When conductors are adjusted in size to compensate for voltage drop, equipment-grounding conductors shall be adjusted proportionately according to circular mil area. All equipment ground wires shall be copper, either bare or insulated, and green in color. Where the equipment grounding conductors are insulated, they shall be identified by the color green, and shall be the same insulation type as the phase conductors.
- H. Bond the main electrical service neutral to ground at the main service disconnect. Bond the service neutral to ground at one location only per the NEC. A grounding connection shall not be made to any neutral circuit conductor on the load side of the service disconnecting means, except as permitted by the 2011 NEC, Article 250.24. Where the Contractor is unable to distinguish the difference between a neutral conductor and equipment grounding conductor, or other ground conductor, contact the Resident Engineer for assistance from the Project Engineer.
- I. The secondary neutral of all transformers (separately derived system transformers) shall be grounded in accordance with the NEC. The respective grounding electrode conductor shall be connected to the neutral point of the transformer between the transformer and the output disconnect means. Size of the grounding electrode conductor shall be in accordance with the 2011 NEC, Article 250.66 and Table 250.66, unless shown larger on the Drawings. A bond shall be provided between the neutral and transformer case, or other metal that is part of the AC equipment grounding system, so as to complete a circuit for fault current to the transformer winding from the AC equipment grounding system. Size of the neutral bonding conductor shall be in accordance with the 2011 NEC, Article 250.102.
- J. All exterior metal conduits, where not electrically continuous because of manholes, handholes, non-metallic junction boxes, etc., shall be bonded to all other metal conduit in the respective duct run and at each end with a copper-bonding jumper sized in conformance with the 2011 NEC, Article 250.102. Where metal conduits terminate in an enclosure (such as a motor control center, switchboard, etc) where there is not electrical continuity with the conduit and the respective enclosure, provide a bonding jumper from the respective enclosure ground bus to the conduit sized per the 2011 NEC, Article 250.102.
- K. Install grounding electrode conductors and/or individual ground conductors in Schedule 40 or Schedule 80 PVC conduit. Where grounding electrode conductors or individual ground conductors are run in PVC conduit, do not completely encircle conduit with ferrous and/or magnetic materials. Use non-metallic, reinforced fiberglass strut support. Where metal conduit clamps are installed, use nylon bolts, nuts, washers, and spacers to interrupt a complete metallic path from encircling the conduit.
- L. Individual ground conductors and/or grounding electrode conductors shall not be run in metallic conduit and shall not be encircled by metallic clamps. If local codes dictate that grounding conductors must be run in metal conduit or raceway, then the conduit or raceway must be bonded to the grounding conductor at both ends with a bonding jumper sized in accordance with the NEC 250.64(E). All such installations requiring individual grounding conduits to be run in metal conduit or raceway shall be verified and reviewed with the Resident Engineer. This does not apply to AC equipment ground wires run with AC circuits.

METHOD OF MEASUREMENT

109-4.1 Delete this Section.

109-4.2 Delete this Section.

109-4.3. Add the following to this Section:

"The quantity of equipment to be paid for under AR109535 "Electric Service Entrance" shall consist of furnishing and installing new electric service from the respective utility transformer secondary to the respective electric utility meter base as detailed on the Plans and specified herein. This item shall include all labor, field verification of existing conditions, transportation, equipment, materials, conductors, connectors, conduits, tools, coordination, labeling, testing and all incidentals required to place the electric service into proper working order as a completed unit to the satisfaction of the Owner and Engineer."

Add:

109-4.4 The quantity of equipment to be paid for under Item AR800969 "Secondary Power Distribution" shall consist of furnishing and installing an electric utility meter pedestal, service panelboard, surge protective device, support structure and associated conduits, wiring, grounding and incidentals to power the electric gate operators as detailed on the Plans and specified herein. This item shall include all labor, field verification of existing conditions, transportation, equipment, materials, conductors, connectors, conduits, raceways, junction boxes, grounding, tools, coordination, operational instructions, labeling, testing and all incidentals required to place service and power distribution system and associated equipment into proper working order as a completed unit to the satisfaction of the Owner and Engineer.

BASIS OF PAYMENT

109-5.1 Add the following:

"Payment will be made under:

"Item AR109535 Electric Service Entrance - per lump sum.
Item AR800969 Secondary Power Distribution - per lump sum."

ITEM 110

INSTALLATION OF AIRPORT UNDERGROUND ELECTRICAL DUCT

Revise Item 110 of the Standard Specifications as follows:

DESCRIPTION

110-1.1 Add the following:

"This item of work shall consist of the installation of all proposed conduits and ducts as shown on the Construction Plans."

Add:

110-1.2 REFERENCES

- A. ANSI C80.1 - Rigid Steel Conduit, Zinc Coated.
- B. ANSI C80.4 - Fittings Rigid Metal Conduit and EMT.
- C. ASTM D3350 - Specification of Polyethylene Plastics Pipe and Fittings Materials.
- D. ASTM F2160 - Standard Specification for Solid Wall, High-Density Polyethylene Conduit Based on Controlled Outside Diameter.
- E. NEMA TC-2 - Electrical Plastic Tubing and Conduit.
- F. NEMA TC-3 - Fittings Rigid PVC Conduit and Tubing.
- G. NEMA Specification TC-7 - Smooth-Wall Coilable Polyethylene Electrical Plastic Conduit.
- H. NFPA 70 - National Electrical Code (NEC), most current issue in force.
- I. UL Standard 6 - Rigid Metal Conduit.
- J. UL Standard 514B - Conduit, Tubing and Cable Fittings.
- K. UL Standard 651 - Schedule 40 and 80 Rigid PVC Conduit.
- L. UL Standard 651B - Standard for Continuous Length High-Density Polyethylene (HDPE) Conduit.

Add:

110-1.3 SHOP DRAWINGS. The Contractor shall furnish shop drawings for approval before ordering equipment and/or materials. Shop drawings are required for each type of conduit or duct to be used on the project. Contractor shall submit sufficient copies of shop drawings to meet the needs of his personnel, sub-contractor personnel, and equipment suppliers plus four (4) copies to be retained by the Project Engineer. Shop drawings shall include the following information:

- A. Certification of compliance with the Airport Improvement Program Buy American Requirement and the Buy American Act for all materials and equipment.
- B. In order to expedite the shop drawing review, inspection and/or testing of materials and equipment, the Contractor shall furnish complete statements to the Project Engineer as to the origin and manufacturer of all materials and equipment to be used in the work. Such statements shall be furnished promptly after execution of the Contract but, in all cases, prior to delivery of such materials and equipment.
- C. Indicate the pay item number for each respective conduit or duct.
- D. Shop drawings shall include conduit and/or duct cut sheets with type, size, specifications, UL listing, manufacturer, and catalog or part number.
- E. Provide certification that the respective steel conduits used on this project are manufactured from 100 percent domestic steel.

EQUIPMENT AND MATERIALS

110-2.1 GENERAL. Add the following:

"All materials for these items shall be in accordance with the FAA Standard Specification 110 Equipment and Materials, as detailed on the Plans, and as specified herein.

"The duct to be directional-bored shall be Galvanized Rigid Steel Conduit (GRSC) duct, Schedule 40 PVC Conduit, Schedule 80 PVC Conduit or High-Density Polyethylene (HDPE) duct, (Schedule 40, Schedule 80, SDR 9, or SDR 11)."

110-2.2 STEEL CONDUIT. Replace this Section with the following:

"Rigid Steel Conduit and fittings shall be hot-dipped, galvanized, UL-listed, and produced in accordance with UL Standard 6 - Rigid Metal Conduit and ANSI C80.1 - Rigid Steel Conduit, Zinc Coated. Couplings, connectors, and fittings for rigid steel conduit shall be threaded, galvanized steel or galvanized, malleable iron, specifically designed and manufactured for the purpose. Fittings shall conform to ANSI C80.4 - Fittings Rigid Metal Conduit and EMT and UL 514B - Conduit, Tubing, and Cable Fittings. Set screw type fittings are not acceptable. Steel used to manufacture conduits shall be 100 percent domestic steel. Contractor shall provide certification that the respective steel conduits used on this project are manufactured from 100 percent domestic steel.

"Miscellaneous Fittings. Fittings shall be suitable for use with conduits and ducts supplied. All fittings for use with rigid metal conduit shall be threaded. Set screw-type fittings are not acceptable. All conduit bodies, fittings, and boxes installed in classified hazardous locations (Class I, Division 1 or 2, Group D) shall be suitable for use in Class I, Division 1, and Group D locations. Fittings shall be as manufactured by Appleton, Crouse-Hinds, Hubbell-Killark, O-Z/Gedney, or approved equal."

110-2.3 PLASTIC CONDUIT. Add the following to this Section:

"Conduits for concrete encasement shall be Schedule 40 PVC, UL-listed, rated for 90°C cable-conforming to NEMA Standard TC-2 and UL 651, listed suitable for concrete encasement. Conduits for directional boring shall be Schedule 40 PVC or Schedule 80 PVC conduit, UL-listed, rated for 90°C cable-conforming to NEMA Standard TC-2 and UL 651 and suitable for directional boring installation, Schedule 40 HDPE or Schedule 80 HDPE conduit, UL-listed, conforming to NEMA Standard TC-7 and UL 651B and suitable for directional boring installation, or Wall Type SDR 9 or SDR 11 HDPE conduit manufactured in accordance with ASTM D-3350 (Specification of Polyethylene Plastics Pipe and Fittings Materials) and ASTM F2160 (Standard Specification for Solid Wall, High-Density Polyethylene Conduit Based on Controlled Outside Diameter), and suitable for directional boring installation. **Per NEC 300.5 (K), raceways installed using directional boring equipment shall be approved for the purpose. Provide manufacturer's literature confirming the respective duct is suitable for directional boring with the respective Shop Drawing submittal.** Conduits shall be suitable for underground applications encased in concrete or direct burial, and suitable for exposed applications aboveground."

CONSTRUCTION METHODS

110-3.1 GENERAL. Add to this Section:

"The proposed conduits and ducts shall be constructed at the locations and in accordance with the details shown on the Construction Plans. Ducts shall be installed 24 inch minimum below grade. Ducts located in area subject to farming shall be 42 inch minimum below grade. Where detailed on the Plans or where required to avoid obstructions, ducts shall be buried deeper. Where concrete-encased duct interfaces to directional-bored duct at a pavement crossing, the concrete encasement shall be installed up to the respective pavement edge. Where concrete-encased duct interfaces to an electrical handhole or manhole, the concrete encasement shall be installed up to the respective handhole or manhole. Provide bushings or bells at conduit terminations in electrical handholes or manholes.

"Underground ducts installed by directional-boring method shall be installed in a manner that will not damage any existing underground utilities, and shall not disturb or damage the respective pavement or roadway surface. Ducts shall be directional-bored at the locations shown on the Construction Plans. The ducts will be bored at a minimum depth of 24 inch below the bottom of the pavement it is being bored under. Ducts installed under paved areas and roadways shall extend a minimum of 3 feet beyond the respective pavement or roadway surface unless detailed otherwise on the Plans. A pull wire will be left in the conduit if it is to be left vacant. The ends of the conduit will be sealed with approved plugs.

"The Contractor will determine if there is a conflict between the installation of the proposed electrical ducts and any existing utilities. He will make all necessary adjustments in depth of installation to avoid any and all proposed underground improvements."

110-3.7 RESTORATION. Add the following to this Section:

"Any and all trenches and disturbed areas will be backfilled and restored to a smooth grade and seeded to the satisfaction of the Engineer. All trench settlement shall be corrected for a period of one year. Restoration, grading, and seeding of areas disturbed during the installation of the proposed ducts will be incidental to the respective pay item for which the duct is installed. The fertilizing and seeding will be completed in accordance with Items 901 and 908, but will be incidental to the respective pay item for which the duct is installed."

Add:

110-3.8 LOCATING EXISTING UNDERGROUND UTILITIES AND CABLES. The location, size, and type of material of existing underground and/or aboveground utilities indicated on the Plans are not represented as being accurate, sufficient, or complete. Neither the Owner nor the Engineer assumes any responsibility whatever in respect to the accuracy, completeness, or sufficiency of the information. There is no guarantee, either expressed or implied, that the locations, size, and type of material of existing underground utilities indicated are representative of those to be encountered in the construction. It shall be the Contractor's responsibility to determine the actual location of all such facilities, including service connections to underground utilities. Prior to construction, the Contractor shall notify the utility companies of his operational plans, and shall obtain from the respective utility companies detailed information and assistance relative to the location of their facilities and the working schedule of the companies for removal or adjustment, where required. In the event an unexpected utility interference is encountered during construction, the Contractor shall immediately notify the utility company of jurisdiction. The Owner's Representative and/or the Resident Engineer shall also be immediately notified. Any damage to such mains and services shall be restored to service at once and paid for by the Contractor at no additional cost to the Contract.

All utility cables and lines shall be located by the respective utility. **Contact JULIE (Joint Utility Location Information for Excavators) for utility information, phone: 1-800-892-0123.** Contact the FAA (Federal Aviation Administration) for assistance in locating FAA cables and utilities. Location of FAA power, control, and communication cables shall be coordinated with and/or located by the FAA. Also contact Airport Director/Manager and Airport Personnel for assistance in locating underground Airport cables and/or utilities. Also coordinate work with all aboveground utilities.

Contractor shall locate and mark all existing cables within ten (10) feet of proposed excavating/trenching area. Any cables found interfering with proposed excavation or cable/trenching shall be hand dug and exposed. Any damaged cables shall be immediately repaired to the satisfaction of the Resident Engineer at the Contractor's expense. The Resident Engineer and Owner shall be notified immediately if any cables are damaged.

Payment for locating and marking underground utilities and cables will not be paid for separately, but shall be considered incidental to the respective duct installation.

METHOD OF MEASUREMENT

110-4.1 Delete this Section.

110-4.2 Delete this Section.

Add:

110-4.3 For Item AR110014, 4" Directional Bore, the quantity of conduit and/or duct to be paid for shall be the number of linear feet of ducts of the particular type installed and measured in-place, complete, and accepted by the Resident Engineer. All other conduits and ducts including, but not limited to, those associated with the Electric Service Entrance, the Secondary Power Distribution, and the electric slide gates will not be measured for payment. This shall be incidental to the respective item of work for which it is being installed.

BASIS OF PAYMENT

110-5.1 Replace this Section with the following:

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

"Topsoiling, seeding and mulching of the disturbed area shall not be paid for separately, but shall be considered incidental to the associated duct.

"Payment will be made under:

"Item AR110014 4" Directional Bore - per linear foot."

(END OF SPECIAL PROVISIONS)



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