

## **INSTRUCTIONS**

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

### **PREQUALIFICATION**

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

### **WHO CAN BID?**

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

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

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

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

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

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

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

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

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

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

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

## **BID SUBMITTAL GUIDELINES AND CHECKLIST**

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

## **BID SUBMITTAL CHECKLIST**

**Cover page** (the sheet that has the item number on it) – This should be the first page of your proposal, **followed by your bid (the Pay Items)**. If you are using special software or CBID to generate your schedule of prices, do not include the blank schedule of prices that came with the proposal package.

**Page 4 (Item 9)** - Check “YES” if you will use a subcontractor(s) with an annual value over \$50,000. Include the subcontractor(s) name, address, general type of work to be performed and the dollar amount. If you will use subcontractor(s) but are uncertain who or the dollar amount; check “YES” but leave the lines blank.

**After Page 4** – Insert the following documents: The **Illinois Office Affidavit** (Not applicable to federally funded projects) followed by Cost Adjustments for Steel, Bituminous, and Fuel (if applicable) and the Contractor Letter of Assent (if applicable). The general rule should be, if you don’t know where it goes, put it after page 4.

**Page 10 (Paragraph J)** - Check “YES” or “NO” whether your company has any business in Iran.

**Page 10 (Paragraph K)** – (Not applicable to federally funded projects) List the name of the apprenticeship and training program sponsor holding the certificate of registration from the US Department of Labor. If no applicable program exists, please indicate the work/job category. **Your bid will not be read if this is not completed.** Do not include certificates with your bid. Keep the certificates in your office in case they are requested by IDOT.

**Page 11 (Paragraph M)** – Indicate if your company has hired a lobbyist in connection with the job for which you are submitting the bid proposal.

**Page 12 (Paragraph C)** - This is a work sheet to determine if a completed Form A is required. It is not part of the form and you do not need to make copies for each Form A that is filled out.

**Pages 14-17 (Form A)** - One Form A (4 pages) is required for each applicable person in your company. Copies of the Forms can be used and only need to be changed when the financial information changes. The certification signature and date must be original for each letting. **Do not staple the forms together.** If you answered “NO” to all of the questions in Paragraph C (page 12), complete the first section (page 14) with your company information and then sign and date the Not Applicable statement on page 17.

**Page 18 (Form B)** - If you check “YES” to having other current or pending contracts it is acceptable to use the phrase, “See Affidavit of Availability on file”. **Ownership Certification** (at the bottom of the page) – Check N/A if the Form A you submitted accounts for 100 percent of the company ownership. Check YES if any percentage of ownership falls outside of the parameters that require reporting on the Form A. Checking NO indicates that the Form A you submitted is not correct and you will be required to submit a revised Form A.

**Pages 20-21 (Workforce Projection)** - Be sure to include the Duration of the Project. It is acceptable to use the phrase “Per Contract Specifications”.

**Bid Bond** – (After the Proposal Signature Page) Submit your bid bond (if applicable) using the current Bid Bond Form provided in the proposal package. The Power of Attorney page should be stapled to the Bid Bond. If you are using an electronic bond, include your bid bond number on the form and attach the Proof of Insurance printed from the Surety 2000 Web Site.

**Disadvantaged Business Utilization Plan and/or Good Faith Effort** - The last item in your bid should be the DBE Utilization Plan (SBE 2026), followed by the DBE Participation Statement (SBE 2025) and supporting paperwork. If you have documentation for a Good Faith Effort, it should follow the SBE Forms.

# 1A

## RETURN WITH BID

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

### Letting November 21, 2014

#### NOTICE TO PROSPECTIVE BIDDERS

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

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



Illinois Department of Transportation  
DIVISION OF AERONAUTICS

Contract No. SR088  
St. Louis Regional Airport  
East Alton, Illinois  
Madison County  
Illinois Project No. ALN-4294  
SBG Project No. 3-17-SBGP-XX

For engineering information, contact Kevin Lightfoot, P.E. of Hanson Professional Services Inc. at (217) 747-9433.

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

PLEASE MARK THE APPROPRIATE BOX BELOW:

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



**Illinois Department  
of Transportation**

**PROPOSAL**

TO THE DEPARTMENT OF TRANSPORTATION

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

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

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

**Contract No. SR088  
St. Louis Regional Airport  
East Alton, Illinois  
Madison County  
Illinois Project No. ALN-4294  
SBG Project No. 3-17-SBGP-XX**

**Relocate Electrical Vault Service**

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

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

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

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

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

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

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

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

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

Item \_\_\_\_\_

Airport \_\_\_\_\_

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

**RETURN WITH BID**

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

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

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

**Schedule of Combination Bids**

Combination No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

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

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

\_\_\_\_\_

\_\_\_\_\_

STATE JOB #- - - -

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT NUMBER - SR088

ECMS002 DTGECM03 ECMR003 PAGE 1  
 RUN DATE - 09/29/14  
 RUN TIME - 184812

COUNTY NAME	CODE	DIST	AIRPORT NAME	FED PROJECT	ILL PROJECT
MADISON	119	08	ST. LOUIS REGIONAL	3-17-SBGP-XX	AL-N -4294

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AR108800	CONTROL CABLE	L.F.	2,700.000 X		=		
AR109210	VAULT MODIFICATIONS	L.S.	1.000 X		=		
AR109620	LIGHTING CONTROL SYSTEM	L.S.	1.000 X		=		
AR109902	REMOVE ELECTRICAL EQUIPMENT	L.S.	1.000 X		=		
AR109924	REPLACE ELECTRIC SERVICES	L.S.	1.000 X		=		
AR110014	4" DIRECTIONAL BORE	L.F.	665.000 X		=		
AR110502	2-WAY CONCRETE ENCASED DUCT	L.F.	115.000 X		=		
AR110506	6-WAY CONCRETE ENCASED DUCT	L.F.	326.000 X		=		
AR110710	ELECTRICAL MANHOLE	EACH	2.000 X		=		
AR110715	ELECTRICAL MANHOLE - SPECIAL	EACH	3.000 X		=		
AR125565	SPLICE CAN	EACH	1.000 X		=		
AR150510	ENGINEER'S FIELD OFFICE	L.S.	1.000 X		=		
AR150520	MOBILIZATION	L.S.	1.000 X		=		
AR800463	REM. & REPL. CONC. PAD & SIDEWALK	L.S.	1.000 X		=		
AR800464	REMOVE & REPLACE APRON PAVEMENT	L.S.	1.000 X		=		

ST. LOUIS REGIONAL  
MADISON

ILLINOIS DEPARTMENT OF TRANSPORTATION  
SCHEDULE OF PRICES  
CONTRACT NUMBER - SR088

ECMS002 DTGECM03 ECMR003 PAGE 2  
RUN DATE - 09/29/14  
RUN TIME - 184812

TOTAL \$ 

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NOTE:

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



## RETURN WITH BID

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

#### I. GENERAL

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

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

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

I acknowledge, understand and accept these terms and conditions.

#### II. ASSURANCES

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

##### A. Conflicts of Interest

Section 50-13. Conflicts of Interest.

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

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

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

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

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

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

## RETURN WITH BID

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

### **B. Negotiations**

Section 50-15. Negotiations.

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

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

### **C. Inducements**

Section 50-25. Inducement.

Any person who offers or pays any money or other valuable thing to any person to induce him or her not to 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.

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

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

Section 50-30. Revolving door prohibition.

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

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

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

Section 50-40. Reporting anticompetitive practices.

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

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

### **F. Confidentiality**

Section 50-45. Confidentiality.

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

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

## RETURN WITH BID

### **G. Insider Information**

Section 50-50. Insider information.

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

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

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

### **III. CERTIFICATIONS**

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

#### **A. Bribery**

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

#### **B. Felons**

Section 50-10. Felons.

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

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

## RETURN WITH BID

### **C. Debt Delinquency**

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

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

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

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

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

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

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

### **F. Educational Loan**

Section 3 of the Educational Loan Default Act provides 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.

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

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

Section 33E-11 of the Criminal Code of 2012 provides:

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

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

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

## RETURN WITH BID

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.

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

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

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

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

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

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

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

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

Section 50-36 of the Code, 30ILCS 500/50-36 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 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.**

**NA-FEDERAL**

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

**RETURN WITH BID**

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

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

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

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

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

**M. Lobbyist Disclosure**

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

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

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

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

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

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

Or

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

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

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

## RETURN WITH BID

### IV. DISCLOSURES

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

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

### B. Financial Interests and Conflicts of Interest

1. Section 50-35 of the Code provides that all bids of more than \$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 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 200 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. A separate Disclosure Form A must be submitted with the bid for each individual meeting the above requirements. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies and a total ownership certification. **The forms must be included with each bid.**

### C. Disclosure Form Instructions

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

If the bidder is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 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.

**RETURN WITH BID**

**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 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)**

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

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

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

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

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

**RETURN WITH BID**

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

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

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

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

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

---

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

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

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

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

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**RETURN WITH BID**

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

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

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(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\_\_\_\_

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**3. Communication Disclosure.**

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

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

**RETURN WITH BID**

**4. 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 Code.

RETURN WITH BID

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Procurement Related Information Disclosure

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

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

Signature of Authorized Representative, Date

OWNERSHIP CERTIFICATION

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

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

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

## **RETURN WITH BID**

### **SPECIAL NOTICE TO CONTRACTORS**

The following requirements of the Illinois Department of Human Rights' 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. SR088**  
**St. Louis Regional Airport**  
**East Alton, Illinois**  
**Madison County**  
**Illinois Project No. ALN-4294**  
**SBG Project No. 3-17-SBGP-XX**

**PART I. IDENTIFICATION**

Dept. Human Rights # \_\_\_\_\_ Duration of Project: \_\_\_\_\_  
 Name of Bidder: \_\_\_\_\_

**PART II. WORKFORCE PROJECTION**

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

**TABLE A**

TOTAL Workforce Projection for Contract													
JOB CATEGORIES	TOTAL EMPLOYEES		MINORITY EMPLOYEES						TRAINEES				
			BLACK		HISPANIC		*OTHER MINOR.		APPRENTICES		ON THE JOB TRAINEES		
	M	F	M	F	M	F	M	F	M	F	M	F	
OFFICIALS (MANAGERS)													
SUPERVISORS													
FOREMEN													
CLERICAL													
EQUIPMENT OPERATORS													
MECHANICS													
TRUCK DRIVERS													
IRONWORKERS													
CARPENTERS													
CEMENT MASONS													
ELECTRICIANS													
PIPEFITTERS, PLUMBERS													
PAINTERS													
LABORERS, SEMI-SKILLED													
LABORERS, UNSKILLED													
<b>TOTAL</b>													

**TABLE B**

CURRENT EMPLOYEES TO BE ASSIGNED TO CONTRACT			
TOTAL EMPLOYEES		MINORITY EMPLOYEES	
M	F	M	F

**TABLE C**

TOTAL Training Projection for Contract								
EMPLOYEES IN TRAINING	TOTAL EMPLOYEES		BLACK		HISPANIC		*OTHER MINOR.	
	M	F	M	F	M	F	M	F
APPRENTICES								
ON THE JOB TRAINEES								

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

FOR DEPARTMENT USE ONLY

**Note: See instructions on page 2**



**RETURN WITH BID**

**Contract No. SR088  
St. Louis Regional Airport  
East Alton, Illinois  
Madison County  
Illinois Project No. ALN-4294  
SBG Project No. 3-17-SBGP-XX**

**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 only if revisions are required.

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

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

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

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

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

## RETURN WITH BID

### ADDITIONAL FEDERAL REQUIREMENTS

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

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

B. CERTIFICATION, EQUAL EMPLOYMENT OPPORTUNITY

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

**RETURN WITH BID**

**Contract No. SR088  
St. Louis Regional Airport  
East Alton, Illinois  
Madison County  
Illinois Project No. ALN-4294  
SBG Project No. 3-17-SBGP-XX**

PROPOSAL SIGNATURE SHEET

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

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

(IF AN INDIVIDUAL) Signature of Owner \_\_\_\_\_

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

\_\_\_\_\_

---

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

By \_\_\_\_\_

(IF A CO-PARTNERSHIP) Business Address \_\_\_\_\_

\_\_\_\_\_

Name and Address of All Members of the Firm:

\_\_\_\_\_

\_\_\_\_\_

---

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

By \_\_\_\_\_

(IF A CORPORATION) Signature of Authorized Representative \_\_\_\_\_

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 \_\_\_\_\_

(IF A JOINT VENTURE) Signature of Authorized Representative \_\_\_\_\_

Typed or printed name and title of Authorized Representative \_\_\_\_\_

Attest \_\_\_\_\_

Signature \_\_\_\_\_

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

\_\_\_\_\_

---

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



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

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

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

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

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

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

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

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

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

**PRINCIPAL**

**SURETY**

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

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

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

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

**Notary Certification for Principal and Surety**

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

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

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

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

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

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

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



Return with Bid

Division of Highways
Annual Proposal Bid Bond

This Annual Proposal Bid Bond shall become effective at 12:01 AM (CDST) on \_\_\_\_\_ and shall be valid until \_\_\_\_\_ 11:59 PM (CDST).

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

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

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

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, the PRINCIPAL may submit bid proposal(s) to the STATE OF ILLINOIS, acting through the Department of Transportation, for various improvements published in the Transportation Bulletin during the effective term indicated above.

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

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

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

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

(Company Name)

(Company Name)

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

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

Notary for PRINCIPAL

Notary for SURETY

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

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

Signed and attested before me on \_\_\_\_\_ (date)

Signed and attested before me on \_\_\_\_\_ (date)

by \_\_\_\_\_ (Name of Notary Public)

by \_\_\_\_\_ (Name of Notary Public)

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

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

(Date Commission Expires)

(Date Commission Expires)

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

---

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

This bond may be terminated, at Surety's request, upon giving not less than thirty (30) days prior written notice of the cancellation/termination of the bond. Said written notice shall be issued to the Illinois Department of Transportation, Chief Contracts Official, 2300 South Dirksen Parkway, Springfield, Illinois, 62764, and shall be served in person, by receipted courier delivery or certified or registered mail, return receipt requested. Said notice period shall commence on the first calendar day following the Department's receipt of written cancellation/termination notice. Surety shall remain firmly bound to all obligations herein for proposals submitted prior to the cancellation/termination. Surety shall be released and discharged from any obligation(s) for proposals submitted for any letting or date after the effective date of cancellation/termination.



**(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 St. Louis Regional Airport

Section \_\_\_\_\_

Project ALN-4294

County Madison County

Letting Date November 21, 2014

Contract No. SR088

Letting Item No. 1A

Total Bid \_\_\_\_\_

Contract DBE Goal 1.5% \_\_\_\_\_

(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  
2300 South Dirksen Parkway  
Springfield, Illinois 62764

**Local Let Projects**  
Submit forms to the  
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.



# DBE Participation Statement

Subcontractor Registration \_\_\_\_\_

Letting November 21, 2014

## Participation Statement

Item No. 1A

### (1) Instructions

Contract SR088

This form must be completed for each disadvantaged business participating in the Utilization Plan. This form shall be submitted in accordance with the special provision and will be attached to the Utilization Plan form. If additional space is needed complete an additional form for the firm.

### (2) Work

Pay Item No.	Description	Quantity	Unit Price	Total
Total				

### (3) Partial Payment Items

For any of the above items which are partial pay items, specifically describe the work and subcontract dollar amount:

### (4) Commitment

The undersigned certify that the information included herein is true and correct, and that the DBE firm listed below has agreed to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract with the prime contractor. The undersigned further understand that no changes to this statement may be made without prior approval from the Department’s Bureau of Small Business Enterprises and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to the Department.

\_\_\_\_\_  
Signature for Prime Contractor

\_\_\_\_\_  
Signature for DBE Firm

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Contact \_\_\_\_\_

Contact \_\_\_\_\_

Phone \_\_\_\_\_

Phone \_\_\_\_\_

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

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

Address \_\_\_\_\_

Address \_\_\_\_\_

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

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

E \_\_\_\_\_

WC \_\_\_\_\_

The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under the 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 Management Center.





# 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. SR088**  
**St. Louis Regional Airport**  
**East Alton, Illinois**  
**Madison County**  
**Illinois Project No. ALN-4294**  
**SBG Project No. 3-17-SBGP-XX**



**Illinois Department of Transportation**

## **SUBCONTRACTOR DOCUMENTATION**

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

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

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

## RETURN WITH SUBCONTRACT

### STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

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

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

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

#### **A. Bribery**

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

#### **B. Felons**

Section 50-10. Felons.

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

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

## RETURN WITH SUBCONTRACT

### **C. Debt Delinquency**

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

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

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

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

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

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

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

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

_____ Name of Subcontracting Company		
_____ Authorized Officer		_____ Date

## RETURN WITH SUBCONTRACT

### SUBCONTRACTOR DISCLOSURES

#### I. DISCLOSURES

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

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

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

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

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the subcontracting entity or its parent entity, whichever is less, unless the subcontractor is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a subcontractor is a privately held entity that is exempt from Federal 10K reporting, but has more than 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. A separate Disclosure Form A must be submitted with the bid for each individual meeting the above requirements. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies and a total ownership certification. **The forms must be included with each bid.**

#### C. Disclosure Form Instructions

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

If the subcontractor is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a subcontractor is a privately held entity that is exempt from Federal 10K reporting, but has more than 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 Code (30 ILCS 500). Subcontractors desiring to enter into a subcontract of a State of Illinois contract must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form.

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

DISCLOSURE OF FINANCIAL INFORMATION

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

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

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

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

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

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



**RETURN WITH SUBCONTRACT**

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

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

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

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

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

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

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

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

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

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**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): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RETURN WITH SUBCONTRACT**

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

DISCLOSURE OF OTHER CONTRACTS, SUBCONTRACTS, AND PROCUREMENT RELATED INFORMATION

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

Signature box with fields: Signature of Authorized Officer, Date

OWNERSHIP CERTIFICATION

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

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

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



## NOTICE TO BIDDERS

1. **TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation. Electronic bids are to be submitted to the electronic bidding system (ICX-Integrated Contractors Exchange). Paper-based bids are to be submitted to the Chief Procurement Officer for the Department of Transportation in care of the Chief Contracts Official at the Harry R. Hanley Building, 2300 South Dirksen Parkway in Springfield, Illinois until 10:00 o'clock a.m., November 21, 2014. 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 is identified and advertised for bids in the Invitation for Bids as:

**Contract No. SR088  
St. Louis Regional Airport  
East Alton, Illinois  
Madison County  
Illinois Project No. ALN-4294  
SBG Project No. 3-17-SBGP-XX**

**Relocate Electrical Vault Service**

3. **INSTRUCTIONS TO BIDDERS.**

(a) This Notice, the invitation for bids, proposal and letter of award shall, together with all other documents in accordance with Article 10-18 of the Illinois Standard Specifications for Construction of Airports, become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.

(b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.

4. **AWARD CRITERIA AND REJECTION OF BIDS.** This contract will be awarded within 60 calendar days to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the proposal and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to readvertise the proposed improvement, and to waive technicalities. After the 60 day award period has expired, the low bidder has the option to continue to hold his/her bid or request to be released from the bid obligation. Requests to withdraw a bid after the 60 day award period has expired must be made in writing to IDOT's Division of Aeronautics.

5. **PRE-BID CONFERENCE.** There will be a pre-bid conference held at N/A at the St. Louis Regional Airport administration building. For engineering information, contact Kevin Lightfoot, P.E. of Hanson Professional Services Inc. at (217) 747-9433.

6. **DISADVANTAGED BUSINESS POLICY.** The DBE goal for this contract is 1.5%.

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 September 26, 2014 and the Construction Plans dated September 26, 2014 as approved by the Department of Transportation, Division of Aeronautics.

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

a. Additive Alternates

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

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

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

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

b. Optional Alternates

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

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

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

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

The contract time for this contract is 55 calendar days.

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

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

By Order of the  
Illinois Department of Transportation

Susan R. Shea, Ph.D.,  
Director, Division of Aeronautics

ILLINOIS DEPARTMENT OF TRANSPORTATION  
DIVISION OF AERONAUTICS  
FEDERAL-AID PROJECT

**REQUIRED CONTRACT PROVISIONS FOR AIRPORT IMPROVEMENT PROGRAM AND FOR OBLIGATED SPONSORS**

The work in this contract is included in the Federal Aviation Administration (FAA) 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.

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

The type and magnitude of a project determines whether a provision is required. Certain Federal provisions have dollar thresholds that define when they are applicable.

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.

**PROVISIONS FOR ALL CONSTRUCTION CONTRACTS**

**ACCESS TO RECORDS AND REPORTS (Title 49 CFR Part 18.36(i), 49 CFR Part 18.42)**

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

**BUY AMERICAN PREFERENCE (Title 49 USC § 50101)**

- (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.

#### **CIVIL RIGHTS – GENERAL (49 USC § 47123)**

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

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

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

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

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

#### **CIVIL RIGHTS -TITLE VI ASSURANCES (49 CFR Part 21)**

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

1. **Compliance with Regulations:** The contractor 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.
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.
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.
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 Co-Sponsors 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 Co-Sponsors or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Co-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.
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 Co-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 Co-Sponsor to enter into such litigation to protect the interests of the Co-Sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **DISADVANTAGED BUSINESS ENTERPRISES (Title 49 CFR Part 26)**

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

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 15 days from the receipt of each payment the prime contractor receives from the Department. The prime contractor agrees further to return retainage payments to each subcontractor within 15 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Department. This clause applies to both DBE and non-DBE subcontractors.

#### **ENERGY CONSERVATION REQUIREMENTS (Title 49 CFR Part 18.36)**

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)

#### **LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (Title 49 CFR Part 20)**

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

- (1) No Federal appropriated funds have 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.

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.

#### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (20 CFR Part 1910)**

The United States Department of Labor Occupational Safety & Health Administration (OSHA) can provide information any specific clauses or assurances pertaining to the Occupational Safety and Health Act of 1970 required to be inserted in solicitations, contracts or subcontracts.

#### **RIGHTS TO INVENTIONS (49 CFR Part 18.36)**

All rights to inventions and materials generated under this contract are subject to Illinois law and to regulations issued by the FAA and the Co-Sponsors of the Federal grant under which this contract is executed.

#### **TRADE RESTRICTION CLAUSE (49 CFR Part 30)**

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 Co-Sponsors, 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 Co-Sponsors 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 Co-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.

#### **VETERAN'S PREFERENCE (Title 49 U.S.C. 47112)**

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.

#### **BAN ON TEXTING WHILE DRIVING**

In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Contractor or subcontractor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
  - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
  - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

The Contractor or subcontractor must insert the substance of this clause on banning texting when driving in all contracts and subcontracts.

#### **PROVISIONS FOR CONSTRUCTION CONTRACTS EXCEEDING \$2,000**

##### **COPELAND "ANTI-KICKBACK" ACT (49 CFR § 18.36(i)(4), 29 CFR Parts 3 & 5)**

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

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

## DAVIS BACON LABOR PROVISIONS (29 Part 5)

### 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.

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 a apprentice in such

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

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

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

(5) Compliance with Copeland Act Requirements.

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

(6) Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 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.

**FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (29 USC § 201, et seq)**

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.

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.idot.illinois.gov/doing-business/procurements/construction-services/construction-bulletins/transportation-bulletin/index>.

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 available by selecting the "Stay Connected" tab at <http://www.idot.illinois.gov/doing-business/procurements/construction-services/index>.

**PROVISIONS FOR CONSTRUCTION CONTRACTS EXCEEDING \$10,000**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION (Title 41 CFR Part 60-4, Executive Order 11246)**

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

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

APPENDIX A

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

AREA COVERED (STATEWIDE)

Goals for Women apply nationwide.

GOAL

Goal (percent)

Female Utilization..... 6.9

APPENDIX B

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

<u>Economic Area</u>	<u>Goal (percent)</u>
056 Paducah, KY: Non-SMSA Counties - IL - Hardin, Massac, Pope KY - Ballard, Caldwell, Calloway, Carlisle, Crittenden, Fulton, Graves, Hickman, Livingston, Lyon, McCracken, Marshall	5.2
080 Evansville, IN: Non-SMSA Counties - IL - Edwards, Gallatin, Hamilton, Lawrence, Saline, Wabash, White IN - Dubois, Knox, Perry, Pike, Spencer KY - Hancock, Hopkins, McLean, Mublenberg, Ohio, Union, Webster	3.5
081 Terre Haute, IN: Non-SMSA Counties - IL - Clark, Crawford IN - Parke	2.5
083 Chicago, IL: SMSA Counties: 1600 Chicago, IL - IL - Cook, DuPage, Kane, Lake, McHenry, Will	19.6
3740 Kankakee, IL - IL - Kankakee	9.1
Non-SMSA Counties IL - Bureau, DeKalb, Grundy, Iroquois, Kendall, LaSalle, Livingston, Putnam IN - Jasper, Laporte, Newton, Pulaski, Starke	18.4
084 Champaign - Urbana, IL: SMSA Counties: 1400 Champaign - Urbana - Rantoul, IL - IL - Champaign	7.8
Non-SMSA Counties - IL - Coles, Cumberland, Douglas, Edgar, Ford, Piatt, Vermilion	4.8
085 Springfield - Decatur, IL: SMSA Counties: 2040 Decatur, IL - IL - Macon	7.6
7880 Springfield, IL - IL - Mendard, Sangamon	4.5
Non-SMSA Counties IL - Cass, Christian, Dewitt, Logan, Morgan, Moultrie, Scott, Shelby	4.0
086 Quincy, IL: Non-SMSA Counties	3.1
IL - Adams, Brown, Pike MO - Lewis, Marion, Pike, Ralls	

087 Peoria, IL:	
SMSA Counties:	
1040 Bloomington - Normal, IL -	2.5
IL - McLean	
6120 Peoria, IL -	4.4
IL - Peoria, Tazewell, Woodford	
Non-SMSA Counties -	3.3
IL - Fulton, Knox, McDonough, Marshall, Mason, Schuyler, Stark, Warren	
088 Rockford, IL:	
SMSA Counties:	
6880 Rockford, IL -	6.3
IL - Boone, Winnebago	
Non-SMSA Counties -	4.6
IL - Lee, Ogle, Stephenson	
098 Dubuque, IA:	
Non-SMSA Counties -	0.5
IL - JoDaviess	
IA - Atlamakee, Clayton, Delaware, Jackson, Winnesheik	
WI - Crawford, Grant, Lafayette	
099 Davenport, Rock Island, Moline, IA - IL:	
SMSA Counties:	
1960 Davenport, Rock Island, Moline, IA - IL -	4.6
IL - Henry, Rock Island	
IA - Scott	
Non-SMSA Counties -	3.4
IL - Carroll, Hancock, Henderson, Mercer, Whiteside	
IA - Clinton, DesMoines, Henry, Lee, Louisa, Muscatine	
MO - Clark	
107 St. Louis, MO:	
SMSA Counties:	
7040 St. Louis, MO - IL -	14.7
IL - Clinton, Madison, Monroe, St. Clair	
MO - Franklin, Jefferson, St. Charles, St. Louis, St. Louis City	
Non-SMSA Counties -	11.4
IL - Alexander, Bond, Calhoun, Clay, Effingham, Fayette, Franklin, Greene,	
Jackson, Jasper, Jefferson, Jersey, Johnson, Macoupin, Marion,	
Montgomery, Perry, Pulaski, Randolph, Richland, Union, Washington,	
Wayne, Williamson	
MO - Bollinger, Butler, Cape Girardeau, Carter, Crawford, Dent, Gasconade,	
Iron, Lincoln, Madison, Maries, Mississippi, Montgomery, Perry, Phelps,	
Reynolds, Ripley, St. Francois, St. Genevieve, Scott, Stoddard, Warren,	
Washington, Wayne	

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

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



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

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

#### **EQUAL EMPLOYMENT OPPORTUNITY (41 CFR Part 60-1.4, Executive Order 11246)**

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 (Title 41 CFR Part 60-4.3)**

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).

#### **NONSEGREGATED FACILITIES REQUIREMENT (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.

#### **TERMINATION OF CONTRACT (Title 49 CFR Part 18.36)**

1. The Co-Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Co-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 Co-Sponsor.
2. If the termination is for the convenience of the Co-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 Co-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 Co-Sponsor for any additional cost occasioned to the Co-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 Co-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 Co-Sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

#### **PROVISIONS FOR CONSTRUCTION CONTRACTS EXCEEDING \$25,000**

**DEBARMENT AND SUSPENSION (2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility)**

CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)

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

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

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

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

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

#### **PROVISIONS FOR CONSTRUCTION CONTRACTS EXCEEDING \$100,000**

##### **BREACH OF CONTRACT TERMS (49 CFR Part 18.36 (i) (1))**

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

##### **CLEAN AIR AND WATER POLLUTION CONTROL (49 CFR § 18.36(i)(12))**

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is no listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 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 Acts, respectively, and all regulations and guidelines issued thereunder.
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

##### **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (49 CFR § 18.36 (i)(6))**

1. Overtime requirements:

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

2. 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 Co-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.

ILLINOIS DEPARTMENT OF TRANSPORTATION  
DIVISION OF AERONAUTICS

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

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

**DISADVANTAGED BUSINESS POLICY**

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

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

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

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

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

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

**SPECIAL PROVISION FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION**

**Revised: August 2, 2011**

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 **1.5%** 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 shall consult the IL UCP DBE Directory as a reference source for DBE-certified companies. In addition, the Department maintains a letting and item specific DBE locator information system whereby DBE companies can register their interest in providing quotes on particular bid items advertised for letting. Information concerning DBE companies willing to quote work for particular contracts may be obtained by contacting the Department's Bureau of Small Business Enterprises at telephone number (217)785-4611, or by visiting the Department's web site at [www.dot.il.gov](http://www.dot.il.gov).

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

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

**GOOD FAITH EFFORT PROCEDURE:** The contract will not be awarded until the Utilization Plan submitted by the apparent successful bidder is approved. All information submitted by the bidder must be complete, accurate and adequately document that enough DBE participation has been obtained or document the good faith efforts of the bidder, in the event enough DBE participation has not been obtained, before the Department will commit to the performance of the contract by the bidder. The Utilization Plan will be approved by the Department if the Utilization Plan 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 issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of 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. All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the Participation Statement.

- (a) **NO AMENDMENT.** No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.
- (b) **TERMINATION OR REPLACEMENT.** The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in the Special Provision.
- (c) **CHANGES TO WORK.** Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then

a Request for Approval of Subcontractor, Department form BC 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, then a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.

- (d) ALTERNATIVE WORK METHODS. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
- (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
  - (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
  - (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a 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) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE subcontractor listed in the approved Utilization Plan without prior written consent. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Written consent will be granted only if the Bureau of Small Business Enterprises agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate or replace the DBE firm. Before transmitting to the Bureau of Small Business Enterprises any request to terminate and/or substitute a DBE subcontractor, the Contractor shall give notice in writing to the DBE subcontractor, with a copy to the Bureau, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor shall give the DBE five days to respond to the Contractor's notice. The DBE so notified shall advise the Bureau and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Bureau should not approve the Contractor's action. If required in a particular case as a matter of public necessity, the Bureau may provide a response period shorter than five days.

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

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

When a DBE is terminated, or fails to complete its work on the contract for any reason the Contractor shall make a good faith effort to find another DBE to substitute for the original DBE to perform at least the same amount of work under the contract as the terminated DBE to the extent needed to meet the established contract goal.

- (f) **PAYMENT RECORDS.** The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the 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 (h) of this part.
- (g) **ENFORCEMENT.** The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.
- (h) **RECONSIDERATION.** Notwithstanding any other provision of the contract, including but not limited to Article 50-17 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.

**SPECIAL PROVISION FOR SUBCONTRACTOR MOBILIZATION PAYMENTS**

**Revised: April 1, 2011**

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

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

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

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

**SPECIAL PROVISION FOR PAYMENTS TO SUBCONTRACTORS**

**Revised: January 1, 2006**

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

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

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

When progress payments are made to the Contractor according to Article 90-07 of the Standard Specifications, the Contractor shall make a corresponding payment to each subcontractor and material supplier in proportion to the work satisfactorily completed by each subcontractor and for the material supplied to perform any work of the contract. The proportionate amount of partial payment due to each subcontractor and material supplier throughout the contracting chain shall be determined by the quantities measured or otherwise determined as eligible for payment by the Department and included in the progress payment to the Contractor. Subcontractors and material suppliers shall be paid by the Contractor within 15 calendar days after the receipt of payment from the Department. The Contractor shall not hold retainage from the subcontractors. These obligations shall also apply to any payments made by subcontractors and material suppliers to their subcontractors and material suppliers; and to all payments made to lower tier

subcontractors and material suppliers throughout the contracting chain. Any payment or portion of a payment subject to this provision may only be withheld from the subcontractor or material supplier to whom it is due for reasonable cause.

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

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

**Effective: February 1, 1969**

**Revised: January 1, 2010**

#### **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.

#### **SPECIAL PROVISION FOR NPDES CERTIFICATION**

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

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

The Airport Owner or its Agent will:

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

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

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

It being understood and agreed that the completion within the time limit is an essential part of the contract, the bidder agrees to complete the work within 55 calendar days, unless additional time is granted by the Engineer in accordance with the provisions of the specifications. In case of failure to complete the work on or before the time named herein, or within such extra time as may have been allowed by extensions, the bidder agrees that the Department of Transportation shall withhold from such sum as may be due him/her under the terms of this contract, the costs, as set forth in Section 80-09 Failure to Complete on Time of the Standard Specifications, which costs shall be considered and treated not as a penalty but as damages due to the State from the bidder by reason of the failure of the bidder to complete the work within the time specified in the contract.

State of Illinois  
Department of Transportation

SPECIAL PROVISION  
FOR  
SECTION 80 PROSECUTION AND PROGRESS

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

80-09 FAILURE TO COMPLETE ON TIME.

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

ADD:

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

State of Illinois  
Department of Transportation

SPECIAL PROVISION  
FOR  
SECTION 90 MEASUREMENT AND PAYMENT

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

90-07 PARTIAL PAYMENTS.

DELETE: The entire section.

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

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

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

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

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

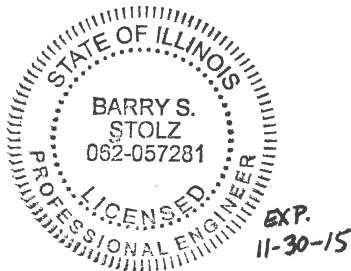
In accordance with 49 USC § 47111, the Department will not make payments totaling more than 90 percent of the contract until all conditions necessary for financial closeout of the project are satisfied.

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

90-10 TRUST AGREEMENT OPTION.

DELETE: The entire section.





*B. Stolz*  
9-26-14  
COVERING CIVIL DESIGN

SECTION III

St. Louis Regional Airport  
East Alton, Illinois



*Kevin N. Lightfoot*  
EXPIRES: 11/30/2015

Relocate Electrical Vault Service

9/26/2014  
COVERING  
ELECTRICAL  
DESIGN

Illinois Project No.: ALN-4294  
Block Grant Project No.: TBD

PREPARED BY:



Hanson Professional Services Inc.

September 26, 2014

**INDEX**

<b>Item No.</b>	<b>Description</b>	<b>Page No.</b>
	Foreword .....	1
<b>DIVISION I –GENERAL PROVISIONS</b>		
70	Legal Regulations and Responsibility to the Public .....	2
80	Prosecution and Progress .....	4
<b>DIVISION II – PAVING CONSTRUCTION DETAILS</b>		
AR150520	Mobilization .....	5
AR800463	Remove and Replace Concrete Pad and Sidewalk .....	6
AR800464	Remove and Replace Apron Pavement .....	7
<b>DIVISION VI – LIGHTING INSTALLATION</b>		
108	Installation of Underground Cable for Airports .....	9
109	Installation of Airport Transformer Vault and Vault Equipment.....	16
110	Installation of Airport Underground Electrical Duct.....	42
115	Electrical Manholes and Junction Structures.....	47
<b>APPENDIX A – Constant Current Regulator Testing Forms</b>		

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## **FOREWORD**

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

## **SCOPE OF WORK**

This project shall consist of the upgrade of the electric service and relocation of the electrical feed for the Airport Electrical Vault with the associated duct banks, manholes, handholes, and cabling. This project will include a new airfield lighting control system for the vault to interface to the existing L-821 lighting control panel located in the Air Traffic Control Tower. The project includes removal of feeder and control cables that run through Hangar Number 2 and furnishing and installing new cables in the new duct bank system. Also included will be vault modifications to upgrade the exhaust ventilation system for the Airport Electrical Vault.

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

The Standard Specifications for Construction of Airport, Illinois Department of Transportation, Division of Aeronautics, adopted April 1, 2012, shall govern the project, except as otherwise revised or noted in these Special Provisions. All references to IDOT Specifications refer to Standard Specifications for Road and Bridge Construction, Illinois Department of Transportation, adopted January 1, 2012, as revised. In the event of inconsistencies between the Standard Specifications and the Special Provisions, the Special Provisions shall govern.

## **REFERENCES**

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

- A. FAA AC No. 70/7460-1K "Obstruction Marking and Lighting."
- B. FAA AC No. 150/5210-5D "Painting, Marking, and Lighting of Vehicles Used on an Airport."
- C. FAA AC No. 150/5300-13A "AIRPORT DESIGN."
- D. FAA AC No. 150/5370-2F (or most current issue) "Operational Safety on Airports During Construction."

## **DIVISION I – GENERAL PROVISIONS**

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

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

“Runway and Taxiway closures are not anticipated for this project. The Runway and Taxiway lighting systems will have periods where the lighting systems are down and will probably require a Notice to Airmen (NOTAM). The Apron areas around the Airport Electrical Vault and Hangar No. 2 are anticipated to have some closures to accommodate work. Efforts shall be made to minimize any closures that affect access to Hangar No. 2 and/or aircraft operations.

The Contractor will close the respective Apron areas with barricades. The Airport Manager will be responsible for issuing all Notice to Airmen (NOTAM) that affect airfield operations. All work shall be coordinated with the Airport Manager.

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

The Contractor will be required to be in 2-way radio contact with the FAA controllers (ground control on 120.20MHZ) at the ATCT. This will permit the controllers to immediately reach the Contractor in case of an aeronautical emergency requiring some action by the Contractor and/or his personnel. The Contractor and his employees will be restricted to the work areas. All other areas of the Airport are “off limits.”

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

The St. Louis Regional Airport has a restriction on personnel driving on the airfield. A person must first take a driving course taught by Airport personnel. The Contractor will have a couple of his employees take this class. These persons will be responsible for driving vehicles on the airfield site, educating other operators on the correct operation of vehicles on the airfield, and escorting vehicles (such as concrete trucks) to and from the construction site.

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

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

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

**Add the following:**

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

70-28 MAINTAINING OPERATION OF AIRFIELD LIGHTING AND NAVAIDS. Shut down of airfield lighting and/or Navaids shall only be permitted during day light hours and must be coordinated with and approved by the Airport Manager. All airfield lighting and navaid circuits shall be operational at night fall. The Contractor shall not leave the runway lighting, taxiway lighting, or any other airfield lighting circuit inoperable overnight. The Contractor shall provide temporary connections and any manual operations of airfield lighting to keep them in operation overnight. The Contractor shall secure, identify, and place temporary exposed wiring in conduit, duct, or unit duct to prevent electrocution and fire ignition sources in conformance with the requirements of FAA AC 150/5370-2F "OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION".

70-29 SITE INSPECTION. The Contractor shall be responsible for an on-site inspection prior to submitting a bid on this project. Upon receipt of a bid, it shall be assumed that the Contractor is fully familiar with the construction site.

**END OF SECTION 70**

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

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

The Contractor's personnel and equipment shall not traverse outside the designated work areas to other locations on the Airport. The designated haul route will be the only vehicular access to the construction site. It will be the responsibility of the Contractor to maintain the proposed haul route and equipment parking area for the duration of the project.

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

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

### **Add the following:**

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

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

**END OF SECTION 80**

## **DIVISION II PAVING CONSTRUCTION DETAILS**

### **ITEM AR150520 MOBILIZATION**

#### **BASIS OF PAYMENT**

150-3.1 Add the following to this section:

Payment will be made under:

Item AR150520 Mobilization - per lump sum.

**END OF ITEM 150520**

**ITEM AR800463  
REMOVE AND REPLACE CONCRETE PAD AND SIDEWALK**

**GENERAL**

This item of work shall consist of removing the existing concrete pad and sidewalk as shown on the plans, and following duct bank installation, constructing a new concrete pad and sidewalk per the details and dimensions in the plans, and restoration of the site.

**MATERIALS**

The proposed concrete pad and sidewalk will be constructed using Item 610 "Structural Portland Cement Concrete" of the Illinois Standard Specifications for Construction of Airports, dated April 1, 2012.

**CONSTRUCTION METHODS**

RESTORATION. Once the new concrete pad and sidewalk are constructed, the remaining disturbed area shall be filled and graded to drain. The disturbed areas are to be seeded and mulched in accordance with Item 901 - Seeding and Item 908 - Mulching. The restoration of these areas will be considered as an incidental part of this item.

**BASIS OF PAYMENT**

Payment will be made at the contract unit price per lump sum for removing the concrete pad and sidewalk, and reconstructing the concrete pad and sidewalk as specified. This price shall be full compensation for furnishing all materials, equipment, labor, hauling, disposal and all other incidental items necessary to complete this item of work.

Payment will be made under:

Item AR800463 Rem. & Repl. Conc. Pad & Sidewalk - per lump sum

**END OF ITEM AR800463**



**ITEM AR800464  
REMOVE AND REPLACE APRON PAVEMENT**

**GENERAL**

This item of work shall consist of removing portions of the existing concrete apron pavement as shown on the plans to allow for installation of the duct bank system within the pavement limits, and following duct bank installation, reconstructing the apron pavement section per the details and dimensions in the plans.

**MATERIALS**

The proposed apron pavement will be constructed using Item 610 "Structural Portland Cement Concrete" of the Illinois Standard Specifications for Construction of Airports, dated April 1, 2012.

610-2.1 GENERAL. The third paragraph of section 610-2.1 shall be revised to read as follows:

An Item 501 PCC mix design is acceptable for use if no IDOT Class PP mix is available.

**CONSTRUCTION METHODS**

610-3.2 CONCRETE PROPORTIONS. Section 610-3.2 shall be revised to read as follows:

The concrete shall consist of a mixture of coarse aggregate, fine aggregate, Portland cement, and water. All aggregates and bulk cement shall be measured by weight. In proportioning aggregates and mixing water, compensation shall be made for the weight of moisture in the aggregates, and this shall be determined periodically.

The air content by volume shall be between 4% and 7%, by volume, based on measurements made on concrete immediately after discharge from the mixer in accordance with ASTM C 138 or C 231.

Concrete provided under this item shall be IDOT approved Class PP concrete, air entrained with crushed stone coarse aggregate and shall be pre-approved by the Division prior to use. An Item 501 PCC Pavement mix can be used in lieu of a Class PP mix, with the approval of the Division.

The Contractor shall be responsible for obtaining the job mix formula meeting the requirements of this item. The Contractor shall refer to the Illinois Division of Aeronautics latest edition of Policy Memorandum 96-1, "Item 610, Structural Portland Cement Concrete: Job Mix Formula Approval and Production Testing", located on the internet on the IDOT website.

The Contractor shall provide actual batch weight tickets for every batch of Item 610 concrete used on the project to be collected by the Resident Engineer upon delivery of each batch of concrete. The actual batch weight tickets shall be kept with the project records by the Resident Engineer and shall be available upon request of the Department of Transportation.

Concrete provided under this item shall be a workable plastic concrete having a flexural strength of not less than 600 pounds per square inch at the age of 14 days when tested in accordance with ASTM C 78.

The concrete shall have a maximum slump of six inches (6") when tested in accordance with ASTM C 143.

610-3.5 CONSISTENCY. Section 610-3.5 shall be revised to read as follows:

The consistency of the concrete shall be checked by the slump test specified in ASTM C 143 and have a range of 2" – 6".

#### **BASIS OF PAYMENT**

Payment will be made at the contract unit price per lump sum for saw-cutting and removing the apron pavement, and reconstructing the apron pavement as specified. This price shall be full compensation for furnishing all materials, equipment, labor, hauling, disposal and all other incidental items necessary to complete this item of work.

Payment will be made under:

Item AR800464 Remove & Replace Apron Pavement - per lump sum

**END OF ITEM AR800464**

## DIVISION VI – LIGHTING INSTALLATION

### ITEM 108 INSTALLATION OF UNDERGROUND CABLE FOR AIRPORTS

#### DESCRIPTION

108-1.1. Add the following to this section:

“This Item of work shall also consist of the installation of cable by directional-boring method. This Item shall include cable in unit duct where noted on the Plans and specified herein.”

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

#### 108-1.2 REFERENCES.

- A. ASTM Specification B3 – Standard Specification for Soft or Annealed Copper Wire.
- B. ASTM Specification B8 – Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft.
- C. FAA Advisory Circular 150/5345-7E, (or latest edition) "SPECIFICATIONS FOR L-824 UNDERGROUND ELECTRICAL CABLE FOR AIRPORT LIGHTING CIRCUITS.
- D. FAA AC No. 150/5345-53 “AIRPORT LIGHTING EQUIPMENT CERTIFICATION PROGRAM” (most current issue) and AC150/5345-53D, AIRPORT LIGHTING EQUIPMENT CERTIFICATION PROGRAM Appendix 3 Addendum.
- E. FAA AC No. 150/5370-2F (or most current issue) “OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION.
- F. Federal Specification A-A-59544 Cable and Wire, Electrical (Power, Fixed Installation).
- G. NFPA 70 – National Electrical Code (most current issue in force).
- H. NFPA 70E – Standard for Electrical Safety in the Workplace.
- I. OSHA 29 CFR Part 1910 Occupational Safety and Health Standards for electrical safety and lockout/tagout procedures.
- J. UL Standard 44 – Thermoset-Insulated Wires and Cables.
- K. UL Standard 83 – Thermoplastic-Insulated Wires and Cables.
- L. UL Standard 854 – Service Entrance Cables.
- M. UL Standard 1277 – Electrical Power and Control Tray Cables with Optional Optical-fiber Members.

N. UL Standard 1581 – Reference Standard for Electrical Wires, Cables, and Flexible Cords.

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

- A. **Certification of compliance with the AIP (Airport Improvement Program) Buy American Preferences for all materials and equipment. Do not submit ARRA (American Recovery and Reinvestment Act) certification as a substitute for certification of compliance with the AIP Buy American Preferences. Do not submit NAFTA (North American Free Trade Agreement) certification as a substitute for certification of compliance with the AIP Buy American Preferences. Shop drawings submitted without certification of compliance with the Airport Improvement Program Buy American Preferences or without certification of manufacture in the United States of America in accordance with the AIP Buy American Requirements will be rejected. See the FAA website at: [http://www.faa.gov/airports/aip/buy\\_american/](http://www.faa.gov/airports/aip/buy_american/) for more information on the AIP Buy American Preferences requirements. FAA approved equipment that is on the FAA Buy American Conformance List or the list of Nationwide Buy American Waivers Issued by the FAA complies with the AIP Buy American Preferences and will not require additional waiver paperwork for AIP projects. See the FAA website at: [http://www.faa.gov/airports/aip/buy\\_american/media/nationwideBuyAmericanWaiversIssued.pdf](http://www.faa.gov/airports/aip/buy_american/media/nationwideBuyAmericanWaiversIssued.pdf) for a list of Nationwide Buy American Waivers Issued by the FAA.**
- B. In order to expedite the shop drawing review, inspection and/or testing of materials, the Contractor shall furnish complete statements to the Project Engineer as to the origin, composition, and manufacturer of all material to be used in the work. Such statements shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.
- C. Indicate the pay item number for each respective cable and/or cable in unit duct.
- D. Shop drawings shall include wire/conductor/cable cut sheets with type, size, specifications, ETL or UL listing, manufacturer, and catalog or part number.
- E. Where cable is required to have colored coded insulation, provide information on the color coding for the respective conductors.

## **EQUIPMENT AND MATERIALS**

**108-2.1 GENERAL.** Add the following.

“All cable shall be FAA approved or UL-listed as suitable for installed application. Cable furnished on this project shall comply with the requirements of the “Airport Improvement Program Buy American Preference requirements. All conductors shall be Copper.”

108-2.2 CABLE. Add the following:

“Item AR108800 Control Cable shall be 24/C #12 AWG, 600-Volt control cable installed in conduit, duct, handholes, manholes, and/or raceway. Cable shall be Type TC control cable 24 conductor, 600-Volt, 90°C Dry and 75°C Wet, #12 AWG stranded Copper THHN or THWN conductors with an overall heat, moisture, and sunlight resistant polyvinyl chloride (PVC) jacket conforming to Article 336 “Power and Control Cable Type TC” of the 2014 NEC, UL Standard 1277, and UL Standard 1581. Identification of conductors shall conform to ICEA S-58-679 – Control Cable Conductor Identification. Cable shall be suitable for installation in trays, wireways, ducts, conduit, raceways, and direct burial.

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. Ungrounded phase conductors shall not have white or green colored insulation.** Standard colors for power wiring and branch circuits for 208/120 VAC, 3-Phase, 4-Wire system shall be Phase A – Black, Phase B – Red, Phase C – Blue, Neutral – White, and Ground – Green.

The wiring associated with the airport electrical vault work, electric service work, and replacement feeder cables will be paid for under Items AR109210 Vault Modifications per lump sum, AR109620 Lighting Control System per lump sum, and/or AR109924 Replace Electric Services - per lump sum.”

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.

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

108-2.5 RESERVED. Revise 108-2.5 as follows:

“108-2.5 SPLICER QUALIFICATIONS. Every airfield lighting cable splicer shall be qualified in making cable splices and terminations on cables rated at and/or above 5000 Volts AC. The Contractor shall submit to the Project Engineer proof of the qualifications of each proposed cable splicer for the cable type and voltage level to be worked on. Cable splicing/terminating personnel shall have a minimum of three (3) years continuous experience in terminating/splicing medium voltage cable.”

## **CONSTRUCTION METHODS**

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

“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/Resident Project Representative 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. 150/5370-2F (or most current issue) “OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION”.

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

All temporary installations shall comply with National Electrical Code Article 590 – “Temporary Installations.” The Contractor shall secure, identify, and place temporary exposed wiring in conduit, duct, or unit duct to prevent electrocution and fire ignition

sources in conformance with the requirements of FAA AC 150/5370-2F, Part 218, Paragraph c.

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

All changes to the airfield lighting system shall be documented by the Contractor and provided to the Resident Engineer/Resident Project 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 or manhole with a continuous duct bank system to the termination point (such as from a handhole to the vault or between handholes and/or manholes) 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 in. 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 108 Pay Item.”

108-3.5 SPLICING. Add the following:

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

There shall be no splices between series lighting circuit isolation transformers. In the event that a series lighting circuit cable is cut between isolation transformers, the entire length of cable between these isolation transformers shall be replaced, at the Contractor’s own expense.

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

All splices and connections will be considered incidental to the respective cable.”

**Add the following:**

**108-3.12 LOCATING OF EXISTING UNDERGROUND UTILITIES AND CABLES.** The location, size, and type of material of existing underground and/or aboveground utilities indicated on the Plans are not represented as being accurate, sufficient, or complete. Neither the Owner nor the Engineer assumes any responsibility whatever in respect to the accuracy, completeness, or sufficiency of the information. There is no guarantee, either expressed or implied, that the locations, size, and type of material of existing underground utilities indicated are representative of those to be encountered in the construction. It shall be the Contractor's responsibility to determine the actual location of all such facilities, including service connections to underground utilities. Prior to construction, the Contractor shall notify the utility companies of his operational plans, and shall obtain, from the respective utility companies, detailed information and assistance relative to the location of their facilities and the working schedule of the companies for removal or adjustment, where required. In the event an unexpected utility interference is encountered during construction, the Contractor shall immediately notify the utility company of jurisdiction. The Owner's Representative and/or the Resident Engineer/Resident Project Representative shall also be immediately notified. Any damage to such mains and services shall be restored to service at once and paid for by the Contractor at no additional cost to the Contract.

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

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

**108-3.13 SEPARATION OF HIGH-VOLTAGE AND LOW-VOLTAGE WIRING.** Low-voltage wiring shall maintain separation from high-voltage wiring. Low-voltage wiring and high-voltage wiring shall not be installed in the same raceway, handhole, or junction box. Where necessary provide split flexible duct around low voltage cables located in a handhole with high voltage cables, to isolate the cables from possible contact with each other.

**108-3.14 IDENTIFICATION OF CABLES.** At electrical handholes and manholes, identify and label each cable originating in the vault with respect to the system or device served. Provide identification tags rated suitable for the respective locations with permanent markings.

## **METHOD OF MEASUREMENT**

**108-4.1.** Add the following:

"The footage of cable and/or cable in unit duct installed in duct, conduit, or raceway to be paid for shall be the number of linear feet of cable installed in duct, conduit, or



raceway measured in place by direct measurement, completed, ready for operation and accepted as satisfactory with no allowance being made for overrun due to slack, turns, splices, etc. Slack cable required to perform cable splices outside of the respective splice cans, handholes, or manholes, shall be incidental to the respective cable pay item and no additional measurement for payment will be made.

For Item AR108800, the footage of 24/C #12 Control Cable installed in conduit, duct, and raceway to be paid for shall be the number of linear feet installed in conduit, duct, and raceway measured between the Vault and the L-821 control panel located in the cab of the Air Traffic Control Tower. Cable will be measured for payment up to the Vault and up to the termination point inside the Air Traffic Control Tower. Where multiple 24 Conductor cables are installed each 24 Conductor cable will be measured for payment. Slack cable located at a splice can, handhole or manhole will not be measured for payment. Slack cable inside the Air Traffic Control Tower will not be measured for payment. Cable installed inside or below the vault shall be incidental to Item AR109620, and no additional measurement for payment will be made. Removal of existing control cables designated on the Plans will be incidental to Item AR109902 Remove Electrical Equipment and no additional measurement for payment will be made.

### **BASIS OF PAYMENT**

108-5.1. Add the following:

“Payment will be made at the contract unit price per lin. ft. of cable completed and accepted by the Engineer. This price shall be full compensation for furnishing all materials, and for all preparation, assembly, and installation of these materials; for all plowing, trenching, directional-boring, coring of manholes or handholes, installation in ducts, raceways, wireways, cable trays, conduits, pull boxes, 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 AR108800, Control Cable - per linear foot”

**END OF ITEM 108**

**ITEM 109**  
**INSTALLATION OF AIRPORT TRANSFORMER VAULT AND VAULT EQUIPMENT**

**DESCRIPTION**

**Add the following:**

109-1.2. Item AR109210 "Vault Modifications" shall consist of furnishing and installing electrical equipment and ventilation equipment inside the vault to perform the vault upgrades as detailed on the Plans and specified herein. This item shall include all labor, materials, transportation, equipment, wiring, raceways, grounding, warranties, tools, coordination, relocations, operational instructions, labeling, testing, and all incidentals required to place the vault and associated equipment into proper working order as a completed unit to the satisfaction of the Owner and Engineer.

Included under this item shall be the following:

- A. Field verification of existing site conditions to determine complexity of the proposed work.
- B. Coordinating all work with the Airport Manager, Operations Superintendent, and the Resident Engineer/Resident Project Representative.
- C. Furnishing and installing all associated electrical equipment, support hardware, raceways, conduits, cable, wiring, grounding, and accessories as detailed on the Plans and specified herein.
- D. Furnishing and installing a new ventilation system and associated controls in the vault.
- E. Furnishing and installing all pull boxes, junction boxes, wireways, raceways, conduits, conduit fittings, and ducts within or at the vault.
- F. Furnishing and installing all necessary cable and wiring within or at the vault, as detailed on the Plans and specified herein.
- G. Furnishing and installing all grounding and surge protection as detailed on the Plans and specified herein.
- H. Locating, identifying, relocating, and/or replacing existing airfield lighting cables, power cables, and control wiring, as necessary to disconnect these respective cables and wiring from the existing equipment and reconnect, replace and/or interface these respective cables to the new or relocated equipment. All work shall be coordinated with the Airport Manager and Operations Superintendent and shall be coordinated to minimize down time to the respective airfield systems.
- I. Removal and/or relocation of existing equipment and/or materials.
- J. Furnishing shop drawings for new equipment and materials.
- K. Testing, adjusting, and retesting (where applicable) all new equipment and modifications to existing systems for proper operation.

- L. Labeling all electrical equipment and incidentals necessary to place all of the equipment in operation as a complete unit acceptable to the Owner and Engineer.
- M. Furnishing operation, maintenance, and installation manuals for all new equipment.

109-1.3. Item AR109620 "Lighting Control System" shall consist of a new airfield lighting control system for the Airport Electrical Vault to interface to the existing L-821 lighting control panel located in the Air Traffic Control Tower as detailed on the Plans and specified herein. This item shall include all labor, materials, transportation, equipment, materials, control panels, conductors, connectors, conduits, raceways, junction boxes, grounding, tools, coordination, relocations, operational instructions, labeling, testing and all incidentals required to place the airfield lighting control system modifications, upgrades, additions, and associated equipment into proper working order as a completed unit to the satisfaction of the Owner and Engineer.

Included under this Item shall be the following:

- A. Field verification of existing site conditions to determine complexity of the proposed work.
- B. Coordinating all work with the Airport Manager, Operations Superintendent, the Air Traffic Control Tower Personnel, and the Resident Engineer/Resident Project Representative.
- C. Locating, identifying, relocating, and/or replacing existing airfield lighting control wiring, as necessary to disconnect these respective cables and wiring from the existing equipment and reconnect, replace and/or interface these respective cables to the respective equipment. All work shall be coordinated with the Airport Manager and Operations Superintendent and shall be coordinated to minimize down time to the respective airfield lighting and Navaid systems.
- D. Furnishing and installing an L-821 Control Panel for the Airport Electrical Vault.
- E. Furnishing and installing a Terminal and Transfer Relay Panel for the Airport Electrical Vault.
- F. Furnishing and installing a Radio Control Interface/Relay Control Interface Panel for Constant Current Regulators.
- G. Furnishing and installing a new L-854 radio controller for the Airport Electrical Vault.
- H. Furnishing shop drawings for each control panel associated with the airfield lighting control system. Shop drawings shall include panel layouts, terminal block arrangement, and wiring diagram for each control panel.
- I. Interface to the existing L-821 control panel located in the Air Traffic Control Tower.
- J. Interface to the existing lighting contactor control panel located in the Airport Electrical Vault.
- K. Interface to each constant current regulator located in the Airport Electrical Vault.
- L. Furnishing and installing all raceways, supports, equipment, materials, and associated labor at the Air Traffic Control Tower as necessary to interface the new lighting control system to

the existing L-821 Panel located at the Air Traffic Control Tower as detailed on the Plans and specified herein.

- M. Furnishing and installing all power and control cable, wiring, raceways, conduits, junction boxes, etc. at the Vault as detailed on the Plans and specified herein.
- N. Identifying and labeling all control wiring associated with the control circuit upgrades.
- O. Testing, adjusting, and retesting (where applicable) the new airfield lighting control system, including but not limited to the L-821 control panel at the vault, transfer relay panel, radio control interface/relay control interface panel, L-854 radio controller, existing L-821 control panel at the Air Traffic Control Tower, existing lighting contactor control panel, and associated constant current regulators, Nav aids, and airfield lighting for proper operation. Tests shall be coordinated with the Airport Manager, Operations Superintendent, the Air Traffic Control Tower Personnel, and the Resident Engineer/Resident Project Representative.

109-1.4. Item AR109902 "Remove Electrical Equipment" shall consist of removing existing electrical equipment and materials as detailed on the Plans and as specified herein. The Airport shall retain salvage rights to the equipment and materials. In the event that the Owner does not want the respective equipment or materials, the Contractor shall dispose of that respective equipment and/or materials off the Airport Site in a legal manner. Removal of vault equipment shall include the removal of the associated wiring and raceway for the respective equipment that is to be removed. Removal of vault equipment shall include the removal of the existing conductors and conduits associated with the vault, including disconnecting the respective service to the vault and the associated utility coordination.

Included under this Item shall be the following:

- A. Coordinating all work with the Airport Manager, the Operations Superintendent, and the Resident Engineer/Resident Project Representative.
- B. Field verification of existing conditions.
- C. Coordinating with the serving electric utility the removal of the existing service for the vault.
- D. Removing the existing service disconnect, conduit and cable.
- E. Removal of the existing control cables that run from the vault, through Hangar Number 2 and on to the Air Traffic Control Tower.
- F. Removal of the existing feeder cables that run through Hangar Number 2 (including but not limited to, the 400 Amp feeder to the Airport Electrical Vault, and the feeder circuits for Ramp Lights Circuit Number 1, Ramp Lights Circuit Number 2, Parking Lot Lighting, Airport Rotating Beacon, Siren, and Non-Directional Beacon.
- G. Cables designated for removal shall be turned over to the Airport.
- H. Removal of designated vault equipment and materials associated with the existing airfield lighting control system at the Airport Electrical Vault. All equipment to be removed shall be

turned over to the Airport. In the event that the Airport does not want the respective equipment, the Contractor shall dispose of that respective equipment in a legal manner. Removal of vault equipment shall include the removal of the associated wiring and raceway for the respective equipment that is to be removed. Existing raceways located in the Vault may be reused for the new airfield lighting control system.

I. Associated restoration work to accommodate removals.

109-1.5. Item AR109924 "Replace Electric Services" shall consist of removing and replacing the respective service and feeder for the Airport Electrical Vault. The existing service is located at the Southeast corner of Hangar Number 2. From the service disconnect, the existing feeder routes through Hangar Number 2 to the Airport Electrical Vault. This item shall include replacing the respective service conductors and conduit from the respective utility transformer to the meter base and service equipment, providing new service equipment (including a utility meter base, service disconnect, and support rack), and providing a grounding system as detailed on the Plans and specified herein. This item shall also include the feeder conductors from the service disconnect to the main disconnecting means in the Airport Electrical Vault. This item shall include all labor, equipment, wiring, raceways, grounding, materials, tools, utility coordination, labeling, testing and all incidentals required to remove and replace the respective electric service installation to the satisfaction of the serving electric utility, Owner and Engineer.

Included under this Item shall be the following:

- A. Coordinating all work with the Airport Manager, the Operations Superintendent, and the Resident Engineer/Resident Project Representative.
- B. Coordinating with the serving electric utility the replacement of the existing electric service with a new electric service.
- C. Removing the existing service disconnect, conduit and cable.
- D. Furnishing and installing a new meter base, service disconnect, support hardware, conduit, and cable as detailed on the Plans and Specified herein.
- E. Furnishing and installing new feeder conductors from the service disconnect to the main disconnecting means in the Airport Electrical Vault, as detailed on the Plans.
- F. Furnishing and installing new ground rods, grounding electrode conductors, Schedule 40 PVC conduit, grounding connections and associated grounding work as detailed on the Plans and Specified herein.
- G. Locating, identifying, relocating, and/or replacing existing airfield lighting cables, Navaid cables, and/or other equipment cables, as necessary to disconnect these respective cables and wiring from the existing equipment and reconnect, replace and/or interface these respective cables to the respective equipment and/or respective cables. All work shall be coordinated with the Airport Manager and the Operations Superintendent and shall be coordinated to minimize down time to the respective airfield lighting, Nav aids, and/or other equipment systems.

- H. Furnishing and installing replacement feeder cables for the Parking Lot Lighting, Ramp Lights Circuit 1, Ramp Lights Circuit 2, Non-Directional Beacon, Siren, and Airport Rotating Beacon, and associated cable splices and interface to the respective equipment.
- I. Furnishing and installing pull boxes, conduits, and fittings to interface the duct bank system to the vault.
- J. Furnishing and installing conduit and duct for the respective feeder circuits from the vault to the Non-Directional Beacon, Siren, and Airport Rotating Beacon.

#### 109-1.6 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 AC No. 150/5340-26C “MAINTENANCE OF AIRPORT VISUAL AID FACILITIES”.
- H. FAA AC No. 150/5340-30H “DESIGN AND INSTALLATION DETAILS FOR AIRPORT VISUAL AIDS”.
- I. FAA AC No. 150/5345-7E, (or latest edition) "SPECIFICATIONS FOR L-824 UNDERGROUND ELECTRICAL CABLE FOR AIRPORT LIGHTING CIRCUITS.
- J. FAA AC No. 150/5345-10G (or most current issue in effect) “SPECIFICATION FOR CONSTANT CURRENT REGULATORS AND REGULATOR MONITORS”.
- K. FAA AC No. 150/5345-53 “AIRPORT LIGHTING EQUIPMENT CERTIFICATION PROGRAM” (most current issue) and AC150/5345-53D, AIRPORT LIGHTING EQUIPMENT CERTIFICATION PROGRAM Appendix 3 Addendum.
- L. FAA AC No. 150/5370-2F (or most current issue) “OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION.
- M. 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.
- N. FAA-STD-019e, December 22, 2005, Department of Transportation, Federal Aviation Administration Standard, LIGHTNING AND SURGE PROTECTION, GROUNDING,

BONDING AND SHIELDING REQUIREMENTS FOR FACILITIES AND ELECTRONIC EQUIPMENT.

- O. NFPA 70 – National Electrical Code (most current issue in force).
- P. NFPA 70E – Standard for Electrical Safety in the Workplace.
- Q. OSHA 29 CFR Part 1910 Occupational Safety and Health Standards for electrical safety and lockout/tagout procedures.
- R. UL Standard 6 – Rigid Metal Conduit.
- S. UL Standard 44 – Thermoset-Insulated Wires and Cables.
- T. UL Standard 83 – Thermoplastic-Insulated Wires and Cables.
- U. UL Standard 467 – Grounding and Bonding Equipment.
- V. UL Standard 486A-486B Wire Connectors.
- W. UL Standard 514B – Conduit, Tubing and Cable Fittings.

109-1.5 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. Contractor may submit electronic copies of shop drawings instead of hard copies. Shop Drawings shall clearly indicate proposed items, capacities, characteristics, and details in conformance with the Plans and Specifications. The respective manufacturer shall certify capacities, dimensions, special features, etc. When a submittal is marked “Revise and Resubmit”, “Rejected”, and/or “Not Approved”, do not proceed with that part of the work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations, resubmit, and repeat if necessary to obtain a different action mark such as “No Exceptions Taken” or “Furnish as Corrected”. Contractor is responsible for compliance with the specified characteristics. Contractor’s responsibility for error and omissions in submittals is not relieved by the Engineer’s review of submittals. Accompany each submittal with a transmittal letter that includes the date, project title and number, Contractor’s name and address, the number of Shop Drawings, product data and/or samples submitted, notification of any deviations from the Contract, and any other pertinent information. Shop drawings shall include the following information:

- A. **Certification of compliance with the AIP (Airport Improvement Program) Buy American Preferences for all materials and equipment. Do not submit ARRA (American Recovery and Reinvestment Act) certification as a substitute for certification of compliance with the AIP Buy American Preferences. Do not submit NAFTA (North American Free Trade Agreement) certification as a substitute for certification of compliance with the AIP Buy American Preferences. Shop drawings submitted without certification of compliance with the Airport Improvement Program Buy American Preferences or without certification of manufacture in the United**

**States of America in accordance with the AIP Buy American Requirements will be rejected. See the FAA website at: [http://www.faa.gov/airports/aip/buy\\_american/](http://www.faa.gov/airports/aip/buy_american/) for more information on the AIP Buy American Preferences requirements. FAA approved equipment that is on the FAA Buy American Conformance List or the list of Nationwide Buy American Waivers Issued by the FAA complies with the AIP Buy American Preferences and will not require additional waiver paperwork for AIP projects. See the FAA website at: [http://www.faa.gov/airports/aip/buy\\_american/media/nationwideBuyAmericanWaiversIssued.pdf](http://www.faa.gov/airports/aip/buy_american/media/nationwideBuyAmericanWaiversIssued.pdf) for a list of Nationwide Buy American Waivers Issued by the FAA.**

- 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. Furnish shop drawings for the exhaust fan.
- D. Furnish shop drawings for the exhaust fan motor controller.
- E. Furnish shop drawings for the new L-821 control panel at the Airport Electrical Vault. Shop drawings shall include panel layout, terminal block arrangement, and wiring diagram for the panel.
- F. Furnish shop drawings for the Terminal and Transfer Relay Panel at the Airport Electrical Vault. Shop drawings shall include panel layout, terminal block arrangement, and wiring diagram for the panel.
- G. Furnish shop drawings for the radio control interface/relay control interface panel at the Vault. Shop drawings shall include panel layout, terminal block arrangement, and wiring diagram for the panel.
- H. Furnish shop drawings for the L-854 radio receiver controller.
- I. Furnish shop drawings for the service disconnect and fuses.
- J. Furnish shop drawings for the NEMA 4X stainless steel pull boxes.
- K. Provide cut sheets for all types of conduit used for the 109 pay items (for example galvanized rigid steel conduit, schedule 40 PVC conduit, schedule 80 PVC conduit). Include certification that steel conduits are made with 100 percent domestic steel.
- L. Provide cut sheets for the service, feeder, branch circuit and control circuit conductors.
- M. 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. Include cut sheets for exothermic weld connections, ground lugs, and ground wire.



## EQUIPMENT AND MATERIALS

### 109-2.1 GENERAL. Add the following to this section:

- C. FAA approval of airport lighting equipment and subsequent inclusion in Advisory Circular 150/5345-1 "Approved Airport Equipment", and/or Advisory Circular 150/5345-53 "Airport Lighting Equipment Certification Program" only means that the test data satisfied the applicable Specification requirements. This does not insure that the approved equipment will satisfactorily operate when connected power-wise and/or control-wise to other approved airport lighting equipment or "off the shelf" equipment not requiring FAA approval.
- D. The Contractor shall ascertain that all lighting system components furnished by him (including FAA-approved equipment) are compatible in all respects with each other and the remainder of the new system. Any non-compatible components furnished by the Contractor shall be replaced by him, at no additional cost to the Airport Sponsor, with a similar unit approved by the Engineer (different model or different manufacturer) that is compatible with the remainder of the airport lighting system.
- E. Except as specified otherwise, all new equipment shall be provided by the Contractor and shall be tested for Specification conformance as part of the Aviation Lighting Equipment Certification Program. Certification of conformance, as tested by the respective testing laboratory, shall be provided by the manufacturer for all items submitted for approval.

### 109-2.4 BRICK. Delete this section.

### 109-2.5 RIGID STEEL CONDUIT. Add the following:

"GRSC shall be heavy wall, hot-dipped, galvanized steel pipe bearing the UL label and conforming to UL-6 and ANSI Specification C80.1. Couplings, connectors, and fittings for rigid steel conduit shall be threaded, galvanized steel, or galvanized malleable iron specifically designed and manufactured for the purpose. Fittings shall conform to ANSI C80.4 and UL-514B. 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.

Where noted on the Plans Polyvinylchloride (PVC) coated, galvanized rigid steel conduit shall be furnished and installed for additional corrosion protection. PVC coated, galvanized rigid steel conduit and fittings shall be as manufactured by Robroy Industries, Inc., Conduit Division, 1100 US Highway 271 South, Gilmer, Texas 75644, Phone 903-843-5591, Sales Department Fax: 903-843-2516, or approved equivalent. The conduit and fittings, prior to coating, shall be new, unused material, and shall conform to UL 6, Standard for Safety for Rigid Metal Conduit and UL 514B Standard for Safety, Fittings for Conduit and Outlet Boxes. An exterior PVC coating of a nominal 40 mils (.040 in.) shall be applied to the conduit and conduit couplings. The PVC coating shall conform to all applicable requirements of NEMA RN-1, Standard for PVC Coated Conduit. A red urethane coating of 2 mils (.002 in.) shall be uniformly and consistently applied to the interior of conduit and conduit couplings. Conduit or fittings having areas

of thin or no interior coating shall be unacceptable. The PVC exterior and urethane interior coatings applied to conduit shall have sufficient flexibility to permit field bending without cracking or flaking at temperatures above 30°F, (-1°C). All male threads on conduit, elbows, and nipples, and all female threads on conduit couplings and fitting shall be protected by application of urethane coating.”

109-2.16 POTHEADS. Delete this section.

109-2.17 PRE-FABRICATED METAL HOUSING. Delete this section.

109-2.18 FAA-APPROVED EQUIPMENT. Add the following:

“FAA approved equipment shall also comply with the requirements of the Airport Improvement Program Buy American Requirement. FAA approved equipment shall include the following:

A. L-821 Control Panel for the Airport Electrical Vault. The L-821 control panel for the vault shall include control switches to correspond to the L-821 control panel located in the Air Traffic Control Tower. L-821 control panel shall comply with FAA AC 150/5345-3G “SPECIFICATION FOR L-821, PANELS FOR CONTROL OF AIRPORT LIGHTING” and shall be manufactured by an FAA-approved L-821 control panel manufacturer. Terminal blocks shall be NEMA rated type terminals. IEC rated terminal blocks are not acceptable. The L-821 Control Panel shall include the following controls:

1. L-854 Radio “Off-On” Toggle Switch.
2. Runway 11-29 CCR “Off-On” Toggle Switch.
3. Runway 11-29 CCR “B1-B2-B3-B4-B5” Selector Switch.
4. Runway 11-29 CCR “Off-On” Toggle Switch.
5. Runway 17-35 CCR “B10-B30-B100” Selector Switch.
6. Taxiway A-East CCR “Off-On” Toggle Switch.
7. Taxiway A-East CCR “B10-B30-B100” Selector Switch.
8. Taxiway A-West CCR “Off-On” Toggle Switch.
9. Taxiway A-West CCR “B10-B30-B100” Selector Switch.
10. Taxiway B CCR “Off-On” Toggle Switch.
11. Taxiway B CCR “B10-B30-B100” Selector Switch.
12. Taxiway C-North CCR “Off-On” Toggle Switch.
13. Taxiway C-North CCR “B10-B30-B100” Selector Switch.
14. Taxiway C-South CCR “Off-On” Toggle Switch.
15. Taxiway C-South CCR “B10-B30-B100” Selector Switch.
16. Ramp Lights-1 “Off-On” Toggle Switch.
17. Ramp Lights-2 “Off-On” Toggle Switch.
18. Wind Cone “Off-On” Toggle Switch.
19. Airport Rotating Beacon “Off-On” Toggle Switch.
20. Runway 11 REILS “Off-On” Toggle Switch.
21. Siren “Off-On” Toggle Switch.
22. Transfer Control to Vault “ATCT-Vault” Toggle Switch.
23. Spare Off-On Toggle Switches.

- B. Terminal and Transfer Relay Panel for the Airport Electrical Vault. A terminal and transfer relay panel will be needed to accommodate transfer of the airfield lighting control system from the Air Traffic Control Tower to the Airport Electrical Vault. The panel enclosure shall be adequately sized to accommodate the control wiring cables and terminations. The terminal and transfer relay panel shall be manufactured by an FAA-approved L-821 control panel manufacturer. The terminal and transfer relay panel shall be manufactured by the same panel builder that manufactures the L-821 panel to ensure compatibility of the new airfield lighting control system. Terminal blocks shall be NEMA rated type terminals. IEC rated terminal blocks are not acceptable.
- C. Radio Control Interface/Relay Control Interface Panel for Constant Current Regulators. A relay interface control panel shall be provided with the new airfield lighting control system to interface the L-821 panels and the L-854 radio controller, to each respective constant current regulator and each respective navaid lighting contactor. Radio control interface/relay control interface panel shall be designed by an FAA approved L-821 control panel manufacturer. Control relays for use in the radio control interface/relay control interface panel shall have 10 Amp (minimum) rated contacts at 240 VAC with 120 VAC coils. Radio control interface/relay control interface panel shall be installed in NEMA 12 enclosure sized as required to house components and associated control wiring. Radio control interface/relay control interface panel shall be manufactured by the same panel builder that manufactures the L-821 panel to ensure compatibility of the new airfield lighting control system. Terminal blocks shall be NEMA rated type terminals. IEC rated terminal blocks are not acceptable.
- D. L-854 Radio Controller. L-854 radio controller shall be FAA-approved and comply with FAA AC 150/5345-49 (latest issue), and FCC Rules and Regulations: Part 15. The radio controller shall be a Type I classification (air-to-ground) unit consisting of an AM receiver and Type A decoder mounted in a metal weatherproof enclosure, painted international orange per FAA Standard 595A. Input voltage shall be 120 VAC, 60 Hz. Frequency range shall be 118 to 136 MHz. Unit shall have solid-state circuitry other than the relays. Include a remote antenna with sufficient length of coaxial cable to mount above the vault building roof for proper operation. Frequency shall be 126.0 MHz. Contractor shall confirm frequency with the Airport Manager, prior to ordering.

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. Equipment and Materials shall be manufactured in the United States to comply with

the Airport Improvement Program Buy American Requirements and the Buy American Act. Proposed electrical equipment for the vault shall be as follows:

- A. Circuit Breakers. **Branch circuit breakers, to be installed in the existing vault panelboard, shall be compatible with the existing panelboard.** Circuit breakers shall be bolt-on type with an amp interrupting capacity of 10,000 Amps minimum at 120/240 VAC. Circuit breaker amperage trip settings and number of poles shall be as detailed on the Plans.
- B. Motor Starter Control Panel. The motor starter control panel for use with exhaust fan and shall be as detailed on the Plans. The motor starter control panel shall be manufactured by an FAA approved L-821 control panel manufacturer or a UL 508 industrial control panel builder and shall be manufactured in the United States to comply with the Airport Improvement Program Buy American Requirements.
- C. Junction and Pull Boxes. Junction and pull boxes shall be sized, as required for conductors and splices and per 2014 NEC Article 314. Boxes shall be UL-listed. Special boxes made to suit conditions shall be used to accommodate the respective application, or where required by the NEC, even though they might not be indicated on the Drawings. Surface-mounted exterior junction and pull boxes located in non-hazardous, non-classified areas shall be NEMA 4X stainless steel or aluminum, Crouse-Hinds, Killark, Hoffman, Hennessy, or equal. All junction and pull boxes installed in classified hazardous areas (Class 1, Division 1 or 2, Group D) shall be NEMA 7 and NEMA 4 and shall comply with applicable provisions of the NEC, including, but not limited to, Articles 500 and 501.
- D. 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), Licutite 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. Provide certification that liquid-tight flexible metal conduit is produced from domestic steel.”

109-2.20 WIRE. Add the following to Section A. Control Circuits:

“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."

Delete paragraphs 1, 2, and 3 under Section B. Power Circuits.

Add the following:

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

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

XHHW Wire. Cable shall be UL-listed as Type XHHW-2 per UL Standard 44. 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-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.

Series Circuit 5000-Volt Cable. Cable for use with series circuit airfield lighting shall be FAA-L-824, Type C cable complying with Item 108. L-824 cable shall be FAA approved and listed in the current AC150/5345-53D, AIRPORT LIGHTING EQUIPMENT CERTIFICATION PROGRAM Appendix 3 Addendum. Cable furnished on this project shall comply with the requirements of the Airport Improvement Program Buy American Requirement and the "Buy American Act". Circuits for use with constant current regulator outputs (runway or taxiway lighting circuits) shall use 5000-Volt rated cable.

Grounding electrode conductors and/or bonding jumpers shall be the size and type, as detailed on the Plans. Ground wire for bonding constant current regulator housings, cutout enclosures, and other vault equipment frames to the vault ground bus shall be #6 AWG stranded Copper."

109-2.21 FLOOR DRAINS. Delete this section.

**Add the following:**

109-2.22 VENTILATION SYSTEM. The exhaust fan ventilation system shall be as detailed on the Plans.

## **CONSTRUCTION METHODS**

### **INSTALLATION OF EQUIPMENT IN VAULT OR PREFABRICATED METAL HOUSING**

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

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

- A. Contractor shall keep a copy of the latest NEC 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 and the Resident Engineer/Resident Project Representative. 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. Contractor shall comply with the applicable requirements of NFPA 70E – Standard for Electrical Safety in the Workplace.
- E. All electrical equipment installed by the Contractor shall be properly labeled, and all cables must be tagged.
- F. All power and control cables shall be installed in conduit, wireways, pull boxes, junction boxes, or raceways. No exposed power or control wiring will be permitted.
- G. All changes to the airfield lighting system control wiring will be documented by the Contractor and provided to the Resident Engineer/Resident Project Representative.

- H. Locate Existing Underground Utilities and Cables. The location, size, and type of material of existing underground and/or aboveground utilities indicated on the Plans are not represented as being accurate, sufficient, or complete. Neither the Owner nor the Engineer assumes any responsibility whatever in respect to the accuracy, completeness, or sufficiency of the information. There is no guarantee, either expressed or implied, that the locations, size, and type of material of existing underground utilities indicated are representative of those to be encountered in the construction. It shall be the Contractor's responsibility to determine the actual location of all such facilities, including service connections to underground utilities. Prior to construction, the Contractor shall notify the utility companies of his operational plans, and shall obtain, from the respective utility companies, detailed information and assistance relative to the location of their facilities and the working schedule of the companies for removal or adjustment, where required. In the event an unexpected utility interference is encountered during construction, the Contractor shall immediately notify the utility company of jurisdiction. The Owner's Representative and/or the Resident Engineer/Resident Project Representative 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.
- I. **Due to the quantities of existing utilities and lines in the proposed areas of work, the Contractor will need to carefully excavate to expose and protect these utilities and lines by hydro excavation or other approved method prior to installing the trenches for the proposed conduits, ducts, and raceway system.**
- J. Contractor shall comply with the requirements of FAA AC No. 150/5370-2F (or most current issue) "OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION".
- K. 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 Entrance for Vault. Contractor shall furnish and install electric service entrance for the Vault, as detailed on the Plans and specified herein. As part of the service entrance work, the Contractor shall coordinate with the serving utility, (**Ameren 1-888-672-5252**) the installation of a 208/120 VAC, 3-phase, 4-wire service sufficient to handle a 400-Amp service for the Airport Electrical Vault and associated equipment. **The respective Airport Authority/IDOT Division of Aeronautics shall pay for all associated electric utility company charges required to provide electric service to the hangars and new vault. The Contractor is not responsible for electric utility company charges associated with the proposed electric service to the new vault.**

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 208/120 VAC, 3-phase, 4-wire secondary service sufficient to handle the loads for a 400-Amp service.
2. Furnishing and installing the meter.
3. Making final connections to the utility transformer.
4. The serving electric utility company will 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 equipment and support hardware as detailed on the Plans.
2. Furnishing and installing service entrance cables and conduit from the service disconnect to the electric utility transformer.
3. Furnishing and installing ground conductors, ground rods, and grounding electrode conductor conduit.
4. Coordinating work with the Airport Manager and the Operations Superintendent.
5. Coordinating work and verifying all requirements with serving electric utility.
6. Additional work as required by the serving electric utility and as required to provide a complete and operational electric service entrance system.

Constant Current Regulators. Install constant current regulators in conformance with the manufacturer's recommendations, as detailed on the Plans and as specified herein. Maintain working clearances in front of constant current regulators per the requirements of NEC 110.26 and 110.34. Maintain clearance around constant current regulators for air flow and cooling per the respective manufacturer's recommendations. Confirm circuit breaker sizes for constant current regulators are sized in conformance with the respective manufacturer's recommendations and/or requirements and NEC. Conduit connections to constant current regulators shall be with UL-listed, liquid-tight, flexible metal conduit. Include an external bonding jumper or internal equipment ground wire with each piece of liquid-tight, flexible metal conduit that is connected to a constant current regulator to comply with NEC 350.60. High-voltage wiring shall enter each respective regulator at the high-voltage/series circuit output section of the regulator. 208 or 240 VAC input power wiring shall enter each respective regulator at the low-voltage/input power section of the regulator. Furnish and install control wiring, as detailed on the Plans. Control wiring shall enter each respective regulator at the control section of the regulator. Bond each constant current regulator enclosure frame, to the vault ground bus with a #6 AWG (minimum), bare-stranded, Copper-bonding jumper."

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



- A. Installation of Control Panels. Install control panels, as detailed on the Plans and in conformance with the respective panel manufacturer's requirements and/or recommendations.
- B. Installation of Circuit Breakers in Panelboards. Install circuit breakers in panelboards in conformance with the respective manufacturer's directions. Connect only one wire/cable to each breaker terminal. Update circuit directory to identify the respective device fed by each new circuit breaker.
- C. Installation of Safety Switches. 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 stainless steel. 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 switch enclosures 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. Where safety switches enclosures are used for service entrance applications provide a grounding bushing with ground wire connections between the bushing and the ground bus at each metal conduit entry. Conduit entries into NEMA 4, 4x enclosures shall have NEMA 4, 4X hubs to maintain the NEMA 4, 4X rating of the respective enclosure. 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 enclosure. 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 weatherproof, abrasion-resistant, engraved legend plates for each safety switch noting the device served, the power source, and the voltage system."

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 associated with the vault shall be galvanized rigid steel conduit as detailed on the Plans. Where detailed on the Plans Schedule 80 PVC or Schedule 40 PVC conduit may be used for electric utility service applications and exterior feeder circuit applications.
  - 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 the 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. Seal each underground joint and make water-tight.
7. Where building construction or other conditions make it impossible to use standard threaded couplings, install water-tight, threaded unions.
8. Make changes in direction of runs with symmetrical bends or cast-metal fittings. Make field-made bends and offsets with conduit bending machine to avoid changing the internal diameter of the conduit and not damage its protective coating either inside or outside. Individual bends shall not exceed 90 degrees, and not more than 270 degrees total bends will be allowed in any one conduit run. Where more bends are necessary, and conduit runs exceed 150 lin. ft., install a suitable pull box or junction box.
9. Provide empty conduits installed with a pull wire. Pull wire shall be No. 14 AWG, zinc-coated steel or of plastic having not less than 200 lb. tensile strength. Leave not less than 12 in. of slack at each end of the pull wire.
10. 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 size up to 1-in. trade size, flexible conduit shall be minimum length of 12 in. and a maximum length of 36 in. and for conduit sizes above 1-in. trade size, flexible conduit shall be minimum length of 20 in. and maximum length of 48 in. Liquid-tight flexible metal conduit and associated fitting shall be UL listed to meet the requirements of NEC 350.6. Liquid-tight flexible metal conduit that is used for flexibility (including connections to motors, constant current regulators, and transformers) shall require an 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.

11. Provide duct seal at conduit terminations inside enclosures where the respective conduit is from below grade.
12. All enclosures rated NEMA 4, 4X shall have watertight hubs at conduit entrances UL listed NEMA 4, 4X for the respective enclosure to maintain the NEMA 4, 4X rating. Provide NEMA 4 hubs at conduit entrances for equipment rated NEMA 3R to maintain a watertight seal.

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-in. through 1-in. trade size conduit	6 ft.
b. 1¼-in. through 1½-in. trade size conduit	8 ft.
c. 2-in. to 4-in. trade size conduit	10 ft.
d. Liquid-tight, flexible metal conduit	4½ ft.
e. Metal wireway	10 ft.

2. Support rigid conduits within 3 ft. of every outlet box, junction box, pull box, cabinet, or termination. Support flexible conduit within 12 in. on each side of every outlet box or fitting.
3. Support conduits by pipe straps, wall brackets, hangers, or ceiling trapeze. The use of perforated iron or wire for supporting conduits is prohibited. Fasten with wood screws or screw nails to wood; by toggle bolts on hollow masonry units, by concrete inserts, or expansion bolts on concrete or spring-tension or threaded C-clamps for rigid steel conduits on steel. Do not weld conduits or pipe straps to steel structures unless specifically indicated.
4. The load applied to fasteners shall not exceed one-third the proof test load of the fasteners.
5. Fasteners attached to concrete shall be vibration and shock-resistant.
6. 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 and abrasion-resistant phenolic/plastic engraved material and fastened with contact type permanent adhesive, screws, or rivets. Installation shall not break, crack, or deform the legend plate. Lettering shall be ¼ in. high, black on a white background, unless noted otherwise.
- D. 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. Each constant current regulator shall be furnished with a phenolic-engraved legend plate that identifies the regulator number designation, the runway or taxiway served, and the power source and circuit number.
- F. Each plug cutout cabinet shall be furnished with a phenolic-engraved legend plate that identifies the respective circuit or regulator and the voltage system (5000-Volts).
- G. Each individual circuit breaker, control panel, terminal panel, safety switch, etc. shall be furnished with a phenolic-engraved legend plate that identifies the respective device, the power source, and the respective voltage, phase, and wire. Furnish additional phenolic-engraved legend plates as detailed on the Plans and/or where required by code.
- H. At electrical handholes, identify each cable originating in the vault with respect to the system or device served.
- I. 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 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:

208/120 VAC, 3-Phase, 4-Wire System	
Phase A	Black
Phase B	Red

Phase C	Blue
Neutral	White
Ground	Green

- J. Furnish and install weatherproof warning label for each meter socket, enclosed circuit breaker, disconnect switch, switchboard, cutout, panelboard, load center, motor control center, 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 personal protective equipment (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."
- K. Furnish and install "DANGER – HIGH VOLTAGE" signs or labels on all fixed electrical equipment where potentials of 500 Volts or more terminal-to-ground are exposed (including, but not limited to, constant current regulators, series circuit cutout enclosures, high voltage junction boxes, and high voltage wireways) in accordance with FAA AC No. 150/5340-26C "MAINTENANCE OF AIRPORT VISUAL AID FACILITIES". Place signs in a conspicuous location, usually on the outside of equipment."

**109-3.18 ELECTRICAL 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/Resident Project Representative. 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 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 the following:**

109-3.19 TESTING AIRFIELD LIGHTING SYSTEMS. Prior to beginning airfield lighting modifications, vault work and/or cable work, each constant current regulator shall be tested with results recorded. Copies of test results shall be provided to the Resident Engineer/Resident Project Representative and the respective Project Engineer.

After airfield lighting modifications, additions, and/or upgrades have been completed, each constant current regulator shall be tested with results recorded. Copies of test results shall be provided to the Resident Engineer/Resident Project Representative and the respective Project Engineer.

See Appendix A – “Constant Current Regulator Testing Forms” for additional information on testing requirements for airfield lighting systems. All testing will be considered incidental to the respective work items and no additional compensation will be allowed.

109-3.20 GROUNDING REQUIREMENTS. Grounding shall conform to the following as applicable: The Contractor shall furnish and install all grounding shown on the Plans and/or as may be necessary or required to make a complete grounding system, as required by the latest NEC (NFPA 70) in force. The reliability of the grounding system is dependent on careful, proper installation, and choice of materials. Improper preparation of surfaces to be joined to make an electrical path, loose joints, or corrosion can introduce impedance that will seriously impair the ability of the ground path to protect personnel and equipment and to absorb transients that can cause noise in communications circuits. The following functions are particularly important to ensure a reliable ground system:

- A. All products associated with the grounding system shall be UL-listed and labeled.
- B. All bolted or mechanical connections shall be coated with a corrosion preventative/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 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 for all metal conduits entering service equipment (meter base, CT cabinet, main service breaker enclosure, etc.), generator breaker enclosures, and automatic transfer switch enclosures. Provide grounding bushings with bonding jumpers for all metal conduits entering an enclosure through concentric or eccentric knockouts that are punched or otherwise formed so as to impair the electrical connection to ground. Standard locknuts or bushings shall not be the sole means for bonding where a conduit enters an enclosure through a concentric or eccentric knockout.
- E. Furnish and install ground rods at all locations where shown on the Plans or specified herein. Ground rods shall be 3/4-in. diameter, 10 ft. long, UL-listed, Copper-clad. Longer ground rods shall be provided where detailed on the Plans. Ground rods shall have 10 mils minimum Copper coating. Top of ground rods shall be a minimum of 30 in. below finish grade unless otherwise noted on the Plans. Ground rods shall be spaced, as detailed on the Plans, and in no case spaced less than one-rod length apart. All connections to ground rods and/or ground rings shall be made with exothermic weld type connectors, Cadweld by Erico Products, Inc., Solon, Ohio, (Phone 1-800-248-9353), Thermoweld by Continental Industries, Inc., Tulsa, Oklahoma (Phone 918-663-1440) or Ultraweld by Harger, 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 Copper (stranded or solid) sized, as detailed on the Plans. In addition to the grounding work described herein and shown on the Plans, the Contractor shall test the made electrode ground system with an instrument specifically designed for testing ground systems. If ground resistance exceeds **25 Ohms**, contact the Project Engineer for further direction. Copies of ground system test results shall be furnished to the Resident Engineer/Resident Project Representative.
- 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, or 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, 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. 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 2014 NEC Table 250.122 "Minimum Size Conductors or Grounding Raceway and Equipment." When conductors are adjusted in size to compensate for voltage drop, equipment-grounding conductors shall be adjusted

proportionately according to circular mil area. All equipment ground wires shall be Copper, either bare or insulated green in color. Where the equipment grounding conductors are insulated, they shall be identified by the color green, and shall be the same insulation type as the phase conductors.

- I. Bond the main electrical service neutral to ground at the main service disconnect. Bond the service neutral to ground at one location only per the 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 2014 NEC 250.24.
- J. 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 disconnecting means. Size of the grounding electrode conductor shall be in accordance with 2014 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 2014 NEC Article 250.102.
- K. 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 2014 NEC 250.102. Where metal conduits terminate in an enclosure (such as a motor control center, switchboard, etc.) where there is not electrical continuity with the conduit and the respective enclosure, provide a bonding jumper from the respective enclosure ground bus to the conduit sized per 2014 NEC 250.102.
- L. 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.
- M. 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/Resident Project Representative. This does not apply to AC equipment ground wires run with AC circuits.

**109-3.21 RESTORATION.** 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 or disturbed areas shall be corrected for a period of one year. Restoration, grading, and seeding of areas disturbed during the installation of the proposed vault work and/or vault removal work will be incidental to the respective 109 Pay Item.



## METHOD OF MEASUREMENT

### 109-4.3. Add the following to this section:

“The quantity of vault equipment and materials to be paid for under Item AR109210 Vault Modifications shall consist of furnishing and installing all mechanical and electrical equipment at the vault, as detailed on the Plans and specified herein. This item shall include all labor, equipment, grounding, materials, tools, operational instructions, coordination, and testing required to place the vault and associated electrical and mechanical equipment into proper working order. Cables, conduits, equipment, support hardware, and grounding associated with the new ventilation system for the vault will be considered incidental to this item, and no additional compensation will be allowed.

### **Add the following:**

109-4.4. The quantity of equipment and materials to be paid for under Item AR109620 “Lighting Control System” shall consist of a new airfield lighting control system for the vault to interface to the existing L-821 lighting control panel located in the Air Traffic Control Tower as detailed on the Plans and specified herein. This item shall include all labor, materials, transportation, equipment, materials, L-821 panel for the vault, transfer relay panel, radio control interface/relay control interface panel, L-854 radio controller, conductors, connectors, conduits, raceways, junction boxes, grounding, tools, coordination, relocations, operational instructions, labeling, testing and all incidentals required to place the airfield lighting control system modifications, upgrades, additions, and associated equipment into proper working order as a completed unit to the satisfaction of the Owner and Engineer.

- A. Raceways, supports, equipment, materials, and associated labor at the Air Traffic Control Tower as necessary to interface the new lighting control system to the existing L-821 Panel located at the Air Traffic Control Tower will be considered incidental to this item, and no additional compensation will be allowed.
- B. Testing, adjusting, and retesting (where applicable) the new airfield lighting control system, including but not limited to the L-821 control panel at the vault, transfer relay panel, radio control interface/relay control interface panel, L-854 radio controller, existing L-821 control panel at the Air Traffic Control Tower, existing lighting contactor control panel, and associated constant current regulators, Nav aids, and airfield lighting for proper operation will be considered incidental to this item, and no additional compensation will be allowed.
- C. Conduits, ducts, pull boxes, and associated conduit fittings between the respective manhole located near Airport Electrical Vault and Terminal and Transfer Relay Panel in the Airport Electrical Vault will be considered incidental to this item, and no additional compensation will be allowed.

109-4.5. The quantity of Remove Electrical Equipment to be paid for under Item AR109902 “Remove Electrical Equipment” shall consist of removing existing electrical equipment, cables, and materials as detailed on the Plans and as specified herein. Removal of vault equipment shall include the removal of the associated wiring and raceway for the respective equipment that is to be removed. Feeder conductors designated for removal shall be turned over to the Airport. Removal of vault equipment shall include the removal of the existing conductors and conduits associated with the vault, including disconnecting the respective service to the vault and the associated utility coordination. This item shall include all labor, equipment, tools,

excavating, disposal, utility coordination, restoration, and incidentals required to complete this item of work. Removal of designated equipment and materials associated with the existing airfield lighting control system at the Airport Electrical Vault and at the Air Traffic Control Tower will be considered incidental to this item, and no additional compensation will be allowed.

109-4.6 The quantity of the electric service replacement and feeder for the Airport Electrical Vault to be paid for under Item AR109924, Replace Electric Services shall consist of removing and replacing the respective service and feeder for the Airport Electrical Vault. The existing service is located at the Southeast corner of Hangar Number 2. From the service disconnect, the existing feeder routes through Hangar Number 2 to the Airport Electrical Vault. This item shall include replacing the respective service conductors and conduit from the respective utility transformer to the meter base and service equipment, providing new service equipment (including a utility meter base, service disconnect, and support rack), and providing a grounding system as detailed on the Plans and specified herein. This item shall also include the feeder conductors from the service disconnect to the main disconnecting means in the Airport Electrical Vault. This item shall include all labor, equipment, wiring, raceways, grounding, materials, tools, utility coordination, labeling, testing and all incidentals required to remove and replace the respective electric service installation to the satisfaction of the serving electric utility, Owner and Engineer.

- A. Conduits and ducts between the utility transformer and service equipment will be considered incidental to this item, and no additional compensation will be allowed.
- B. Conduits and ducts between the service equipment and the respective manhole located near the service equipment will be considered incidental to this item, and no additional compensation will be allowed.
- C. Furnishing and installing new electric service conductors and feeder conductors to the Airport Electrical Vault will be considered incidental to this item, and no additional compensation will be allowed.
- D. Conduits, ducts, pull boxes, and associated conduit fittings between the respective manhole located near Airport Electrical Vault and main disconnecting means in the Airport Electrical Vault will be considered incidental to this item, and no additional compensation will be allowed.
- E. Furnishing and installing replacement feeder cables for the Parking Lot Lighting, Ramp Lights Circuit 1, Ramp Lights Circuit 2, Non-Directional Beacon, Siren, and Airport Rotating Beacon, and associated cable splices and interface to the respective equipment will be considered incidental to this item, and no additional compensation will be allowed.
- F. Furnishing and installing pull boxes, conduits, and fittings to interface the duct bank system to the vault will be considered incidental to this item, and no additional compensation will be allowed.
- G. Furnishing and installing conduit and duct for the respective feeder circuits from the vault to the Non-Directional Beacon, Siren, and Airport Rotating Beacon, and no additional compensation will be allowed.

- H. 2-Way and 6-Way concrete encased ducts will be paid for separately under Item AR110502 2-Way Conc. Encased Duct - per linear foot and Item AR110506 6-Way Conc. Encased Duct - per linear foot
- I. 4" Directional Bore ducts will be paid for separately under Item AR110014 4" Directional Bore - per linear foot
- J. Electrical Manholes will be paid for separately under Items AR110710 Electrical Manhole – per each and AR110715 Electrical Manhole Special – per each.
- K. Splice cans will be paid for separately under Item AR125565 Splice Can per each.

### **BASIS OF PAYMENT**

Payment will be made under:

- Item AR109210 Vault Modifications - per lump sum
- Item AR109620 Lighting Control System - per lump sum
- Item AR109902 Remove Electrical Equipment – per lump sum
- Item AR109924 Replace Electric Services - per lump sum

**END OF ITEM 109**

**ITEM 110**  
**INSTALLATION OF AIRPORT UNDERGROUND ELECTRICAL DUCT**

**DESCRIPTION**

110-1.1 Add the following:

“This item of work shall consist of the installation of all proposed conduits and ducts as shown on the Construction Plans.”

110-1.2 REFERENCES

- A. ANSI C80.1 – Rigid Steel Conduit, Zinc Coated.
- B. ANSI C80.4 – Fittings Rigid Metal Conduit and EMT.
- C. ASTM D3350 – Specification of Polyethylene Plastics Pipe and Fittings Materials.
- D. ASTM F2160 – Standard Specification for Solid Wall, High-Density Polyethylene Conduit Based on Controlled Outside Diameter.
- E. NEMA TC-2 – Electrical Plastic Tubing and Conduit.
- F. NEMA TC-3 – Fittings Rigid PVC Conduit and Tubing.
- G. NEMA Specification TC-7 – Smooth-Wall Coilable Polyethylene Electrical Plastic Conduit.
- H. NFPA 70 – National Electrical Code (NEC), most current issue in force.
- I. UL Standard 6 – Rigid Metal Conduit.
- J. UL Standard 514B – Conduit, Tubing and Cable Fittings.
- K. UL Standard 651 – Schedule 40 and 80 Rigid PVC Conduit.
- L. UL Standard 651B – Standard for Continuous Length High-Density Polyethylene (HDPE) Conduit.

110-1.3 SHOP DRAWINGS. The Contractor shall furnish shop drawings for approval before ordering equipment and/or materials. Shop drawings are required for each type of conduit or duct to be used on the project. **Shop drawings shall be clear and legible. Copies that are illegible will be rejected.** Contractor shall submit sufficient copies of shop drawings to meet the needs of his personnel, sub-contractor personnel, and equipment suppliers plus 4 copies to be retained by the Project Engineer. Contractor may submit electronic copies of shop drawings instead of hard copies. Shop drawings shall include the following information:

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

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

- B. In order to expedite the shop drawing review, inspection and/or testing of materials and equipment, the Contractor shall furnish complete statements to the Project Engineer as to the origin and manufacturer of all materials and equipment to be used in the work. Such statements shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials and equipment.
- C. 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.
- F. Provide certification that the respective plastic conduits used on this project are manufactured from domestic materials.

## **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 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 to this section:

“Conduits shall be suitable for underground applications encased in concrete or direct burial, and suitable for exposed applications aboveground.

- A. Conduits for concrete encasement shall be Schedule 40 PVC, UL-listed, rated for 90°C cable, conforming to NEMA Standard TC-2 and UL 651, listed suitable for concrete encasement or Schedule 40 (minimum) HDPE conduit, UL-listed, conforming to NEMA Standard TC-7 and UL 651B and listed suitable for concrete encasement.
- B. Conduits for directional boring shall be Schedule 40 PVC or Schedule 80 PVC conduit, UL-listed, rated for 90°C cable, conforming to NEMA Standard TC-2 and UL 651 and suitable for directional boring installation, Schedule 40 HDPE or Schedule 80 HDPE conduit, UL-listed, conforming to NEMA Standard TC-7 and UL 651B and suitable for directional boring installation, or Wall Type SDR 9, SDR 11, or SDR 13.5 HDPE conduit manufactured in accordance with ASTM D-3350 (Specification of Polyethylene Plastics Pipe and Fittings Materials) and ASTM F2160 (Standard Specification for Solid Wall, High-Density Polyethylene Conduit Based on Controlled Outside Diameter), and suitable for directional boring installation. **Per NEC 300.5 (K), raceways installed using directional boring equipment shall be approved for the purpose. Provide manufacturer’s literature confirming the respective duct is suitable for directional boring with the respective Shop Drawing submittal.**
- C. Conduits for direct burial in earth shall be PVC Schedule 40 (minimum wall thickness), UL-listed, rated for 90°C cable, conforming to NEMA Standard TC-2 and UL 651, listed suitable for direct burial in earth, or HDPE Schedule 40 (minimum wall thickness), conforming to NEMA Standard TC-7 and UL 651B, or HDPE SDR 13.5 (minimum wall thickness) manufactured in accordance with ASTM D-3350 (Specification of Polyethylene Plastics Pipe and Fittings Materials) and ASTM F2160 (Standard Specification for Solid Wall, High-Density Polyethylene Conduit Based on Controlled Outside Diameter). Conduits shall be suitable for direct burial in earth and/or concrete encasement.”

## CONSTRUCTION METHODS

110-3.1 GENERAL. Add to this section:

“The proposed conduits and ducts shall be constructed at the locations and in accordance with the details shown on the Construction Plans. Ducts shall be installed 18 in. minimum below grade. Ducts located in area subject to farming shall be 42 in minimum below grade. Where detailed on the Plans or where required to avoid obstructions, ducts shall be buried deeper. Where concrete-encased duct interfaces to directional-bored duct at a pavement crossing, the concrete encasement shall be installed up to the respective pavement edge. Where concrete-encased duct interfaces to an electrical handhole or manhole, the concrete encasement shall be installed up to

the respective handhole or manhole. Provide bushings or bells at conduit terminations in electrical handholes or manholes.

Underground ducts installed by directional-boring method shall be installed in a manner that will not damage any existing underground utilities, and shall not disturb or damage the respective pavement or roadway surface. Ducts shall be directional-bored at the locations shown on the Construction Plans. The ducts will be bored at a minimum depth of 24 in. below the bottom of the pavement it is being bored under. Ducts installed under paved areas and roadways shall extend a minimum of 10 ft beyond the respective pavement or roadway surface. A pull wire will be left in the conduit if it is to be left vacant. The ends of the conduit will be sealed with approved plugs.

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

110-3.7 RESTORATION. Add to this section:

“Any and all trenches and disturbed areas will be backfilled and restored to a smooth grade and seeded to the satisfaction of the Engineer. All trench settlement shall be corrected for a period of one year. Restoration, grading, and seeding of areas disturbed during the installation of the proposed ducts will be incidental to the respective pay item for which the duct is installed. The fertilizing and seeding will be completed in accordance with Items 901 and 908, but will be incidental to the respective pay item for which the duct is installed.”

**Add the following:**

110-3.8 LOCATING EXISTING UNDERGROUND UTILITIES AND CABLES. The location, size, and type of material of existing underground and/or aboveground utilities indicated on the Plans are not represented as being accurate, sufficient, or complete. Neither the Owner nor the Engineer assumes any responsibility whatever in respect to the accuracy, completeness, or sufficiency of the information. There is no guarantee, either expressed or implied, that the locations, size, and type of material of existing underground utilities indicated are representative of those to be encountered in the construction. It shall be the Contractor’s responsibility to determine the actual location of all such facilities, including service connections to underground utilities. Prior to construction, the Contractor shall notify the utility companies of his operational plans, and shall obtain from the respective utility companies detailed information and assistance relative to the location of their facilities and the working schedule of the companies for removal or adjustment, where required. In the event an unexpected utility interference is encountered during construction, the Contractor shall immediately notify the utility company of jurisdiction. The Owner’s Representative and/or the Resident Engineer/Resident Project Representative shall also be immediately notified. Any damage to such mains and services shall be restored to service at once and paid for by the Contractor at no additional cost to the Contract.

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

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

Contractor shall locate and mark all existing cables within ten (10) feet of proposed excavating/trenching area. Any cables found interfering with proposed excavation or cable/trenching shall be hand dug and exposed. Any damaged cables shall be immediately repaired to the satisfaction of the Resident Engineer/Resident Project Representative at the Contractor's expense. The Resident Engineer/Resident Project Representative and Owner shall be notified immediately if any cables are damaged.

**Due to the quantities of existing utilities and lines in the proposed areas of work, the Contractor will need to carefully excavate to expose and protect these utilities and lines by hydro excavation or other approved method prior to installing the trenches for the proposed duct bank system.**

Payment for locating and marking underground utilities and cables will not be paid for separately, but shall be considered incidental to the respective duct installation.

#### **METHOD OF MEASUREMENT**

**Add the following:**

110-4.3. The quantity of conduit to be paid for shall be the number of lin. ft of ducts of the particular type installed and measured in-place, complete, and accepted by the Resident Engineer/Resident Project Representative.

#### **BASIS OF PAYMENT**

110-5.1 Add the following:

“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.

Payment will be made under:

Item AR110014 4” Directional Bore - per linear foot  
Item AR110502 2-Way Conc. Encased Duct - per linear foot  
Item AR110506 6-Way Conc. Encased Duct - per linear foot”

**END OF ITEM 110**



## ITEM 115 ELECTRICAL MANHOLES AND JUNCTION STRUCTURES

### DESCRIPTION

115-1.1. This item of work shall consist of electrical manholes and junction structures (handholes and splice cans) in accordance with this Specification and as detailed on the Construction Plans. This item shall include the installation of each electrical manhole and/or junction structures with all associated excavation, backfilling, sheeting and bracing, concrete, reinforcing steel, ladders, appurtenances, testing, dewatering and restoration of surfaces to the satisfaction of the Engineer.

115-1.2 SHOP DRAWINGS. The Contractor shall furnish shop drawings for approval before ordering equipment and/or materials. Shop drawings are required for each type of electrical manhole and junction structure to be used on the project. **Shop drawings shall be clear and legible. Copies that are illegible will be rejected.** Contractor shall submit sufficient copies of shop drawings to meet the needs of his personnel, sub-contractor personnel, and equipment suppliers plus 4 copies to be retained by the Project Engineer. Contractor may submit electronic copies of shop drawings instead of hard copies. Shop drawings shall include the following information:

- A. **Certification of compliance with the AIP (Airport Improvement Program) Buy American Preferences for all materials and equipment. Do not submit ARRA (American Recovery and Reinvestment Act) certification as a substitute for certification of compliance with the AIP Buy American Preferences. Do not submit NAFTA (North American Free Trade Agreement) certification as a substitute for certification of compliance with the AIP Buy American Preferences. Shop drawings submitted without certification of compliance with the Airport Improvement Program Buy American Preferences or without certification of manufacture in the United States of America in accordance with the AIP Buy American Requirements will be rejected. See the FAA website at: [http://www.faa.gov/airports/aip/buy\\_american/](http://www.faa.gov/airports/aip/buy_american/) for more information on the AIP Buy American Preferences requirements.**
- B. In order to expedite the shop drawing review, inspection and/or testing of materials and equipment, the Contractor shall furnish complete statements to the Project Engineer as to the origin and manufacturer of all materials and equipment to be used in the work. Such statements shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials and equipment.
- C. Precast concrete handholes and manholes must be on IDOT (Illinois Department of Transportation) List of Certified Precast Concrete Producers. Provide information on respective precast concrete producer for precast manholes and drawings for respective handholes.
- D. Provide cut sheets with part number and specification for each manhole frame and lid. Include certification that the respective manhole frame and lid are made in the United States of America.
- E. Provide certification that the respective pre-cast manholes are manufactured in the United States of America.

- F. Provide cut sheets with part number and specification for each L-867 Splice Can.

## MATERIALS

### 115-2.1. GENERAL

- A. All equipment and materials covered by referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when so requested by the Engineer.
- B. Manufacturer's certifications shall not relieve the Contractor of the Contractor's responsibility to provide materials in accordance with these specifications and acceptable to the Engineer. Materials supplied and/or installed that do not materially comply with these specifications shall be removed, when directed by the Engineer and replaced with materials, which do comply with these specifications, at the sole cost of the Contractor.

115-2.2 CONCRETE STRUCTURES. Cast-in-place concrete structures shall conform to the details and dimensions shown on the Plans.

Provide precast concrete structures where shown on the Plans. Precast units shall have mortar or bitumastic sealer placed between all joints to make them watertight. Structures located off the Airfield in areas not subject to aircraft rollover shall be designed to withstand 50,000-pound loads, unless otherwise shown on the Plans or detailed herein. Structures located on the Airfield shall be designed to withstand minimum 100,000-pound loads, unless otherwise shown on the Plans or detailed herein. Openings or knockouts shall be provided in the structure as detailed on the Plans and as applicable to interface to the respective duct system.

Threaded inserts and pulling eyes shall be cast in as shown.

If the Contractor chooses to propose a different structural design, signed and sealed shop drawings, design calculations, and other information requested by the Engineer shall be submitted by the Contractor to allow for a full evaluation by the Engineer. The Engineer shall review in accordance with the process defined in the General Provisions.

- A. 4' x 4' x 4' Electrical Manholes. 4' x 4' x 4' electrical manholes shall be constructed in accordance with the details as shown on the Construction Plans. The manhole shall be provided with manhole frame and lid capable of withstanding minimum 50,000-pound loads, NEENAH Foundry Company R-1640-C frame and lid, or an approved equal. Lids for the manholes containing low voltage cables (600 Volts and below) shall include lettering labeled "LOW-VOLTAGE". 4' x 4' x 4' electrical manholes shall be manufactured by a concrete electrical manhole producer on the Illinois Department of Transportation approved list of certified precast concrete producers. 4' x 4' x 4' electrical manholes will be paid for under Item AR110710 Electrical Manhole per each.
- B. 4' x 4' x 6' Airport Manholes. 4' x 4' x 6' airport manholes shall be constructed in accordance with the details as shown on the Construction Plans. The manhole shall be provided with extra heavy-duty airport manhole frame and lid capable of withstanding minimum 100,000-pound loads as called for in FAA Advisory Circular AC 150/5320-6D

Appendix 3, NEENAH Foundry Company R-3492-A frame and lid, or an approved equal. Lids for the manholes containing low voltage cables (600 Volts and below) shall include lettering labeled "LOW-VOLTAGE". 4' x 4' x 6' airport manholes shall be manufactured by a concrete electrical manhole producer on the Illinois Department of Transportation approved list of certified precast concrete producers. 4' x 4' x 6' airport manholes will be paid for under Item AR110715 Electrical Manhole – Special per each.

115-2.3 JUNCTION CANS. Junction Cans shall be L-867 Class 1 (non-load bearing) or L-868 Class 1 (load bearing) cans encased in concrete. The cans shall have a galvanized steel blank cover, gasket, and stainless steel hardware. Covers shall be 3/8" thickness for L-867 and 3/4" thickness for L-868. Splice cans for Item AR125565 shall be L-867, Class 1A, Size D; 16" diameter, depth as detailed on the Plans, with conduit hubs as detailed on the Plans. Include internal and external ground straps on each splice can.

115-2.4 CABLE TRAYS. Cable racks shall be as detailed on the Plans.

115-2.5 GROUND RODS. Furnish and install ground rods at locations where shown on the Plans or specified herein. Provide ground rods in manholes where applicable for termination of ground conductors. Provide ground rods for splice cans as detailed on the Plans. Ground rods shall be 3/4-inch diameter, 10 feet long, UL-listed, Copper-clad. Longer ground rods shall be provided where detailed on the Plans. Ground rods shall have 10 mils minimum Copper coating.

115-2.6 GROUND BUS. Where necessary to accommodate multiple ground wire terminations provide a 1/4" thick by 2" high by 18" long tinned Copper ground bus with pre-drilled holes, standoff insulators, and stainless steel mounting hardware; Harger TGBI-14218G, or approved equal. Install on interior side wall of manhole. Ground bus shall be tinned for corrosion protection. Connections to ground bus shall be with two-hole long barrel Copper Compression Lugs with 3/8" stainless steel bolts, nuts, and washers.

## **CONSTRUCTION METHODS**

115-3.1. Electrical manholes shall be constructed in accordance with the details as shown on the Construction Plans. At electrical handholes and manholes, identify and label each cable originating in the vault with respect to the system or device served. Coordinate conduit and duct interface with the manhole installation. Field cut openings for conduits and ducts according to the respective manhole manufacturer's recommendations. Core drill and/or cut wall of manhole with a tool designed for the material to be cut and suitable for the respective application. Size holes for termination fittings to be used and seal around penetrations after fittings are installed.

115-3.2 UNCLASSIFIED EXCAVATION. It is the Contractor's responsibility to locate existing utilities within the work area prior to excavation. Damage to utility lines, through lack of care in excavating, shall be repaired or replaced to the satisfaction of the Engineer without additional expense to the Owner.

The Contractor shall perform excavation for structures and structure footings. The excavation shall be of sufficient size to permit the placing of the full width and length of the structure or structure footings shown.

All excavation shall be unclassified and shall be considered incidental to the respective manhole structure pay item of which it is a component part. Dewatering necessary for manhole structure installation, erosion and turbidity control, in accordance with Federal, State, and Local requirements is incidental to its respective pay item. The cost of all excavation regardless of type of material encountered, shall be included in the unit price bid for the respective manhole structure pay item.

Boulders, logs and all other objectionable material encountered in excavation shall be removed. All rock and other hard foundation material shall be cleaned of all loose material and cut to a firm surface either level, stepped or serrated, as directed by the Engineer. All seams, crevices, disintegrated rock and thin strata shall be removed. When concrete is to rest on a surface other than rock, special care shall be taken not to disturb the bottom of the excavation. Excavation to final grade shall not be made until just before the concrete or reinforcing is to be placed.

The Contractor shall provide all bracing, sheeting and shoring necessary to implement and protect the excavation and the structure as required for safety or conformance to governing laws. The cost of bracing, sheeting and shoring shall be included in the unit price bid for the structure.

Unless otherwise provided, bracing, sheeting and shoring involved in the construction of this item shall be removed by the Contractor after the completion of the structure. Removal shall be effected in a manner that will not disturb or mar finished masonry. The cost of removal shall be included in the unit price bid for the structure.

After each excavation is completed, the Contractor shall notify the Engineer. Structures shall be placed after the Engineer has approved the depth of the excavation and the suitability of the foundation material.

Prior to installation the Contractor shall provide a minimum of 6 in of sand or a material approved by the Engineer as a suitable base to receive the structure. The base material shall be compacted and graded level and at proper elevation to receive the structure in proper relation to the conduit grade or ground cover requirements, as indicated on the Plans.

**115-3.3 RESTORATION.** After the backfill is completed, the Contractor shall dispose of all surplus material, dirt and rubbish from the site. The Contractor shall restore all disturbed areas equivalent to or better than their original condition. All sodding, seeding, mulching grading and restoration shall be considered incidental to the respective pay item. The Contractor shall grade around structures as required to provide positive drainage away from the structure. Areas with special surface treatment, such as roads, sidewalks, or other paved areas shall have backfill compacted to match surrounding areas, and surfaces shall be repaired using materials comparable to original materials. After all work is completed, the Contractor shall remove all tools and other equipment, leaving the entire site free, clear and in good condition.

**115-3.4 LOCATING EXISTING UNDERGROUND UTILITIES AND CABLES.** The location, size, and type of material of existing underground and/or aboveground utilities indicated on the Plans are not represented as being accurate, sufficient, or complete. Neither the Owner nor the Engineer assumes any responsibility whatever in respect to the accuracy, completeness, or sufficiency of the information. There is no guarantee, either expressed or implied, that the locations, size, and type of material of existing underground utilities indicated are representative of those to be encountered in the construction. It shall be the Contractor's responsibility to determine the actual location of all such facilities, including service connections to underground

utilities. Prior to construction, the Contractor shall notify the utility companies of his operational plans, and shall obtain from the respective utility companies detailed information and assistance relative to the location of their facilities and the working schedule of the companies for removal or adjustment, where required. In the event an unexpected utility interference is encountered during construction, the Contractor shall immediately notify the utility company of jurisdiction. The Owner's Representative and/or the Resident Engineer/Resident Project Representative shall also be immediately notified. Any damage to such mains and services shall be restored to service at once and paid for by the Contractor at no additional cost to the Contract.

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

Contractor shall locate and mark all existing cables within ten (10) feet of proposed excavating/trenching area. Any cables found interfering with proposed excavation or cable/trenching shall be hand dug and exposed. Any damaged cables shall be immediately repaired to the satisfaction of the Resident Engineer/Resident Project Representative at the Contractor's expense. The Resident Engineer/Resident Project Representative and Owner shall be notified immediately if any cables are damaged.

**Due to the quantities of existing utilities and lines in the proposed areas of work, the Contractor will need to carefully excavate to expose and protect these utilities and lines by hydro excavation or other approved method prior to installing manholes, handholes, and/or junction structures and the associated trenches for the proposed conduits, ducts, and raceway system.**

Payment for locating and marking underground utilities and cables will not be paid for separately, but shall be considered incidental to the respective duct installation.

## METHOD OF MEASUREMENT

115-4.1. Electrical manholes and junction structures shall be measured by each unit completed in place and accepted by the Resident Engineer/Resident Project Representative. The following additional items are specifically included in each unit.

- All Required Excavation, Dewatering
- Sheeting and Bracing
- All Required Backfilling with On-Site Materials
- Restoration of All Surfaces and Finished Grading, Sodding
- All Required Connections
- Dewatering If Required
- Temporary Cables and Connections
- Ground Rod Testing
- All coring and labor associated with conduit, duct, cable in unit duct, and/or cable entries
- Locating existing utilities, lines, and cables in the respective areas of work
- All coordination with the respective Airport and/or FAA personnel

### **BASIS OF PAYMENT**

115-5.1. Payment will be made at the contract unit price bid for each electrical manhole and/or junction structure completed and in place. This price shall be full compensation for furnishing all materials and for all preparation, excavation, backfilling, and placing of the materials; for locating existing utilities, lines, and cables in the respective areas of work; for all coring and labor associated with conduit, duct, cable in unit duct, and/or cable entries; for all coordination with the respective Airport and/or FAA personnel; for furnishing and installation of appurtenances and connections to duct banks and other structures as may be required to complete the item as shown on the plans and for all labor, equipment, tools and incidentals necessary to complete the structure.

Payment will be made under:

Item AR110710 Electrical Manhole - per each  
Item AR110715 Electrical Manhole Special - per each  
Item AR125565 Splice Can – per each.

**END OF ITEM 115**

# APPENDIX A

Constant Current Regulator  
Testing Forms

**Engineering Firm** Hanson Professional Services Inc.  
**Airport Name** St. Louis Regional Airport  
**Project** Relocate Electrical Vault  
Service  
**Illinois Project** ALN-4294  
**Hanson Project** 13A0086C  
**Date** \_\_\_\_\_

**TESTING FORMS**

Prior to beginning airfield lighting control modifications or vault work each constant current regulator shall be tested with results recorded.



**Engineering Firm** Hanson Professional Services Inc.  
**Airport Name** St. Louis Regional Airport  
**Project** Relocate Electrical Vault Service  
**Illinois Project** ALN-4294  
**Hanson Project** 13A0086C  
**Date** \_\_\_\_\_

**TESTING FORMS**

\_\_ Test **Runway 11-29 CCR** by Manual Control and record input and output amperage at each step.

STEP	INPUT CURRENT	OUTPUT CURRENT	OUTPUT VOLTS
B1			
B2			
B3			
B4			
B5			

\_\_ Test **Runway 11-29 CCR** by ATCT Control and record input and output amperage at each step.

STEP	INPUT CURRENT	OUTPUT CURRENT	OUTPUT VOLTS
B1			
B2			
B3			
B4			
B5			

\_\_ Test Runway 11-29 CCR transfer procedure from Normal Runway CCR to Backup CCR.

**Engineering Firm** Hanson Professional Services Inc.  
**Airport Name** St. Louis Regional Airport  
**Project** Relocate Electrical Vault Service  
**Illinois Project** ALN-4294  
**Hanson Project** 13A0086C  
**Date** \_\_\_\_\_

**TESTING FORMS**

\_\_\_ Test **Backup Runway 11-29 CCR** by Manual Control and record input and output amperage at each step.

STEP	INPUT CURRENT	OUTPUT CURRENT
B1		
B2		
B3		
B4		
B5		

\_\_\_ Test **Backup Runway 11-29 CCR** by ATCT Control and record input and output amperage at each step.

STEP	INPUT CURRENT	OUTPUT CURRENT
B1		
B2		
B3		
B4		
B5		

**Engineering Firm** Hanson Professional Services Inc.  
**Airport Name** St. Louis Regional Airport  
**Project** Relocate Electrical Vault Service  
**Illinois Project** ALN-4294  
**Hanson Project** 13A0086C  
**Date** \_\_\_\_\_

**TESTING FORMS**

\_\_ Test **Taxiway A-East CCR** by Manual Control and record input and output amperage at each step.

STEP	INPUT CURRENT	OUTPUT CURRENT
B10		
B30		
B100		

\_\_ Test **Taxiway A-East CCR** by ATCT Control and record input and output amperage at each step.

STEP	INPUT CURRENT	OUTPUT CURRENT
B10		
B30		
B100		

**Engineering Firm** Hanson Professional Services Inc.  
**Airport Name** St. Louis Regional Airport  
**Project** Relocate Electrical Vault Service  
**Illinois Project** ALN-4294  
**Hanson Project** 13A0086C  
**Date** \_\_\_\_\_

**TESTING FORMS**

\_\_ Test **Taxiway B CCR** by Manual Control and record input and output amperage at each step.

STEP	INPUT CURRENT	OUTPUT CURRENT	OUTPUT VOLTS
B10			
B30			
B100			

\_\_ Test **Taxiway B CCR** by ATCT Control and record input and output amperage at each step.

STEP	INPUT CURRENT	OUTPUT CURRENT	OUTPUT VOLTS
B10			
B30			
B100			

**Engineering Firm** Hanson Professional Services Inc.  
**Airport Name** St. Louis Regional Airport  
**Project** Relocate Electrical Vault Service  
**Illinois Project** ALN-4294  
**Hanson Project** 13A0086C  
**Date** \_\_\_\_\_

**TESTING FORMS**

\_\_ Test **Runway 17-35 CCR** by Manual Control and record input and output amperage at each step.

<b>STEP</b>	<b>INPUT CURRENT</b>	<b>OUTPUT CURRENT</b>	<b>OUTPUT VOLTS</b>
B10			
B30			
B100			

\_\_ Test **Runway 17-35 CCR** by ATCT Control and record input and output amperage at each step.

<b>STEP</b>	<b>INPUT CURRENT</b>	<b>OUTPUT CURRENT</b>	<b>OUTPUT VOLTS</b>
B10			
B30			
B100			

**Engineering Firm** Hanson Professional Services Inc.  
**Airport Name** St. Louis Regional Airport  
**Project** Relocate Electrical Vault Service  
**Illinois Project** ALN-4294  
**Hanson Project** 13A0086C  
**Date** \_\_\_\_\_

**TESTING FORMS**

\_\_ Test **Taxiway C-South CCR** by Manual Control and record output amperage at each step.

STEP	INPUT CURRENT	OUTPUT CURRENT
B10		
B30		
B100		

\_\_ Test **Taxiway C-South CCR** by ATCT Control and record output amperage at each step.

STEP	INPUT CURRENT	OUTPUT CURRENT
B10		
B30		
B100		

**Engineering Firm** Hanson Professional Services Inc.  
**Airport Name** St. Louis Regional Airport  
**Project** Relocate Electrical Vault Service  
**Illinois Project** ALN-4294  
**Hanson Project** 13A0086C  
**Date** \_\_\_\_\_

**TESTING FORMS**

\_\_ Test **Taxiway C-North CCR** by Manual Control and record output amperage at each step.

STEP	INPUT CURRENT	OUTPUT CURRENT
B10		
B30		
B100		

\_\_ Test **Taxiway C-North CCR** by ATCT Control and record output amperage at each step.

STEP	INPUT CURRENT	OUTPUT CURRENT
B10		
B30		
B100		

**Engineering Firm** Hanson Professional Services Inc.  
**Airport Name** St. Louis Regional Airport  
**Project** Relocate Electrical Vault Service  
**Illinois Project** ALN-4294  
**Hanson Project** 13A0086C  
**Date** \_\_\_\_\_

**TESTING FORMS**

\_\_ Test **Taxiway A-West CCR** by Manual Control and record output amperage at each step.

STEP	INPUT CURRENT	OUTPUT CURRENT
B10		
B30		
B100		

\_\_ Test **Taxiway A-West CCR** by ATCT Control and record output amperage at each step.

STEP	INPUT CURRENT	OUTPUT CURRENT
B10		
B30		
B100		



**Engineering Firm** Hanson Professional Services Inc.  
**Airport Name** St. Louis Regional Airport  
**Project** Relocate Electrical Vault  
Service  
**Illinois Project** ALN-4294  
**Hanson Project** 13A0086C  
**Date** \_\_\_\_\_

## TESTING FORMS

After airfield lighting control modifications, additions, and/or upgrades have been completed, each constant current regulator shall be tested with results recorded.

**Engineering Firm** Hanson Professional Services Inc.  
**Airport Name** St. Louis Regional Airport  
**Project** Relocate Electrical Vault Service  
**Illinois Project** ALN-4294  
**Hanson Project** 13A0086C  
**Date** \_\_\_\_\_

**TESTING FORMS**

\_\_ Test **Runway 11-29 CCR** by Manual Control and record input and output amperage at each step.

STEP	INPUT CURRENT	OUTPUT CURRENT	OUTPUT VOLTS
B1			
B2			
B3			
B4			
B5			

\_\_ Test **Runway 11-29 CCR** by ATCT Control and record input and output amperage at each step.

STEP	INPUT CURRENT	OUTPUT CURRENT	OUTPUT VOLTS
B1			
B2			
B3			
B4			
B5			

**Engineering Firm** Hanson Professional Services Inc.  
**Airport Name** St. Louis Regional Airport  
**Project** Relocate Electrical Vault Service  
**Illinois Project** ALN-4294  
**Hanson Project** 13A0086C  
**Date** \_\_\_\_\_

**TESTING FORMS**

\_\_\_ Test **Runway 11-29 CCR** by Vault L-821 Control Panel and record input and output amperage at each step.

STEP	INPUT CURRENT	OUTPUT CURRENT	OUTPUT VOLTS
B1			
B2			
B3			
B4			
B5			

\_\_\_ Test **Runway 11-29 CCR** by L-854 Radio Control and record input and output amperage at each step.

STEP	INPUT CURRENT	OUTPUT CURRENT	OUTPUT VOLTS
B1			
B2			
B3			
B4			
B5			

\_\_\_ Test Runway 11-29 CCR transfer procedure from Normal Runway CCR to Backup CCR.

**Engineering Firm** Hanson Professional Services Inc.  
**Airport Name** St. Louis Regional Airport  
**Project** Relocate Electrical Vault Service  
**Illinois Project** ALN-4294  
**Hanson Project** 13A0086C  
**Date** \_\_\_\_\_

**TESTING FORMS**

\_\_ Test **Backup Runway 11-29 CCR** by Manual Control and record input and output amperage at each step.

STEP	INPUT CURRENT	OUTPUT CURRENT
B1		
B2		
B3		
B4		
B5		

\_\_ Test **Backup Runway 11-29 CCR** by ATCT Control and record input and output amperage at each step.

STEP	INPUT CURRENT	OUTPUT CURRENT
B1		
B2		
B3		
B4		
B5		

**Engineering Firm** Hanson Professional Services Inc.  
**Airport Name** St. Louis Regional Airport  
**Project** Relocate Electrical Vault Service  
**Illinois Project** ALN-4294  
**Hanson Project** 13A0086C  
**Date** \_\_\_\_\_

**TESTING FORMS**

\_\_\_ Test **Backup Runway 11-29 CCR** by Vault L-821 Control Panel and record input and output amperage at each step.

STEP	INPUT CURRENT	OUTPUT CURRENT
B1		
B2		
B3		
B4		
B5		

\_\_\_ Test **Backup Runway 11-29 CCR** by L-854 Radio Control and record input and output amperage at each step.

STEP	INPUT CURRENT	OUTPUT CURRENT
B1		
B2		
B3		
B4		
B5		

**Engineering Firm** Hanson Professional Services Inc.  
**Airport Name** St. Louis Regional Airport  
**Project** Relocate Electrical Vault Service  
**Illinois Project** ALN-4294  
**Hanson Project** 13A0086C  
**Date** \_\_\_\_\_

**TESTING FORMS**

\_\_ Test **Taxiway A-East CCR** by Manual Control and record input and output amperage at each step.

STEP	INPUT CURRENT	OUTPUT CURRENT
B10		
B30		
B100		

\_\_ Test **Taxiway A-East CCR** by ATCT Control and record input and output amperage at each step.

STEP	INPUT CURRENT	OUTPUT CURRENT
B10		
B30		
B100		

\_\_ Test **Taxiway A-East CCR** by Vault L-821 Control Panel and record input and output amperage at each step.

STEP	INPUT CURRENT	OUTPUT CURRENT
B10		
B30		
B100		

**Engineering Firm** Hanson Professional Services Inc.  
**Airport Name** St. Louis Regional Airport  
**Project** Relocate Electrical Vault Service  
**Illinois Project** ALN-4294  
**Hanson Project** 13A0086C  
**Date** \_\_\_\_\_

**TESTING FORMS**

\_\_ Test **Taxiway A-East CCR** by L-854 Radio Control and record input and output amperage at each step.

STEP	INPUT CURRENT	OUTPUT CURRENT
B10		
B30		
B100		

**Engineering Firm** Hanson Professional Services Inc.  
**Airport Name** St. Louis Regional Airport  
**Project** Relocate Electrical Vault Service  
**Illinois Project** ALN-4294  
**Hanson Project** 13A0086C  
**Date** \_\_\_\_\_

**TESTING FORMS**

\_\_ Test **Taxiway B CCR** by Manual Control and record input and output amperage at each step.

STEP	INPUT CURRENT	OUTPUT CURRENT	OUTPUT VOLTS
B10			
B30			
B100			

\_\_ Test **Taxiway B CCR** by ATCT Control and record input and output amperage at each step.

STEP	INPUT CURRENT	OUTPUT CURRENT	OUTPUT VOLTS
B10			
B30			
B100			

\_\_ Test **Taxiway B CCR** by Vault L-821 Control Panel and record input and output amperage at each step.

STEP	INPUT CURRENT	OUTPUT CURRENT	OUTPUT VOLTS
B10			
B30			
B100			



**Engineering Firm** Hanson Professional Services Inc.  
**Airport Name** St. Louis Regional Airport  
**Project** Relocate Electrical Vault Service  
**Illinois Project** ALN-4294  
**Hanson Project** 13A0086C  
**Date** \_\_\_\_\_

**TESTING FORMS**

\_\_\_ Test **Taxiway B CCR** by L-854 Radio Control and record input and output amperage at each step.

<b>STEP</b>	<b>INPUT CURRENT</b>	<b>OUTPUT CURRENT</b>	<b>OUTPUT VOLTS</b>
B10			
B30			
B100			

**Engineering Firm** Hanson Professional Services Inc.  
**Airport Name** St. Louis Regional Airport  
**Project** Relocate Electrical Vault Service  
**Illinois Project** ALN-4294  
**Hanson Project** 13A0086C  
**Date** \_\_\_\_\_

**TESTING FORMS**

\_\_ Test **Runway 17-35 CCR** by Manual Control and record input and output amperage at each step.

STEP	INPUT CURRENT	OUTPUT CURRENT	OUTPUT VOLTS
B10			
B30			
B100			

\_\_ Test **Runway 17-35 CCR** by ATCT Control and record input and output amperage at each step.

STEP	INPUT CURRENT	OUTPUT CURRENT	OUTPUT VOLTS
B10			
B30			
B100			

\_\_ Test **Runway 17-35 CCR** by Vault L-821 Control Panel and record input and output amperage at each step.

STEP	INPUT CURRENT	OUTPUT CURRENT	OUTPUT VOLTS
B10			
B30			
B100			

**Engineering Firm** Hanson Professional Services Inc.  
**Airport Name** St. Louis Regional Airport  
**Project** Relocate Electrical Vault Service  
**Illinois Project** ALN-4294  
**Hanson Project** 13A0086C  
**Date** \_\_\_\_\_

**TESTING FORMS**

\_\_ Test **Runway 17-35 CCR** by L-854 Radio Control and record input and output amperage at each step.

<b>STEP</b>	<b>INPUT CURRENT</b>	<b>OUTPUT CURRENT</b>	<b>OUTPUT VOLTS</b>
B10			
B30			
B100			

**Engineering Firm** Hanson Professional Services Inc.  
**Airport Name** St. Louis Regional Airport  
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**Illinois Project** ALN-4294  
**Hanson Project** 13A0086C  
**Date** \_\_\_\_\_

**TESTING FORMS**

\_\_ Test **Taxiway C-South CCR** by Manual Control and record output amperage at each step.

STEP	INPUT CURRENT	OUTPUT CURRENT
B10		
B30		
B100		

\_\_ Test **Taxiway C-South CCR** by ATCT Control and record output amperage at each step.

STEP	INPUT CURRENT	OUTPUT CURRENT
B10		
B30		
B100		

\_\_ Test **Taxiway C-South CCR** by Vault L-821 Control Panel and record input and output amperage at each step.

STEP	INPUT CURRENT	OUTPUT CURRENT
B10		
B30		
B100		

**Engineering Firm** Hanson Professional Services Inc.  
**Airport Name** St. Louis Regional Airport  
**Project** Relocate Electrical Vault Service  
**Illinois Project** ALN-4294  
**Hanson Project** 13A0086C  
**Date** \_\_\_\_\_

**TESTING FORMS**

\_\_\_ Test **Taxiway C-South CCR** by L-854 Radio Control and record input and output amperage at each step.

<b>STEP</b>	<b>INPUT CURRENT</b>	<b>OUTPUT CURRENT</b>
B10		
B30		
B100		

**Engineering Firm** Hanson Professional Services Inc.  
**Airport Name** St. Louis Regional Airport  
**Project** Relocate Electrical Vault Service  
**Illinois Project** ALN-4294  
**Hanson Project** 13A0086C  
**Date** \_\_\_\_\_

**TESTING FORMS**

\_\_ Test **Taxiway C-North CCR** by Manual Control and record output amperage at each step.

STEP	INPUT CURRENT	OUTPUT CURRENT
B10		
B30		
B100		

\_\_ Test **Taxiway C-North CCR** by ATCT Control and record output amperage at each step.

STEP	INPUT CURRENT	OUTPUT CURRENT
B10		
B30		
B100		

\_\_ Test **Taxiway C-North CCR** by Vault L-821 Control Panel and record input and output amperage at each step.

STEP	INPUT CURRENT	OUTPUT CURRENT
B10		
B30		
B100		

**Engineering Firm** Hanson Professional Services Inc.  
**Airport Name** St. Louis Regional Airport  
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**Illinois Project** ALN-4294  
**Hanson Project** 13A0086C  
**Date** \_\_\_\_\_

**TESTING FORMS**

\_\_ Test **Taxiway C-North CCR** by L-854 Radio Control and record input and output amperage at each step.

STEP	INPUT CURRENT	OUTPUT CURRENT
B10		
B30		
B100		

**Engineering Firm** Hanson Professional Services Inc.  
**Airport Name** St. Louis Regional Airport  
**Project** Relocate Electrical Vault Service  
**Illinois Project** ALN-4294  
**Hanson Project** 13A0086C  
**Date** \_\_\_\_\_

**TESTING FORMS**

\_\_ Test **Taxiway A-West CCR** by Manual Control and record output amperage at each step.

STEP	INPUT CURRENT	OUTPUT CURRENT
B10		
B30		
B100		

\_\_ Test **Taxiway A-West CCR** by ATCT Control and record output amperage at each step.

STEP	INPUT CURRENT	OUTPUT CURRENT
B10		
B30		
B100		

\_\_ Test **Taxiway A-West CCR** by Vault L-821 Control Panel and record input and output amperage at each step.

STEP	INPUT CURRENT	OUTPUT CURRENT
B10		
B30		
B100		



**Engineering Firm** Hanson Professional Services Inc.  
**Airport Name** St. Louis Regional Airport  
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**Illinois Project** ALN-4294  
**Hanson Project** 13A0086C  
**Date** \_\_\_\_\_

**TESTING FORMS**

\_\_\_ Test **Taxiway A-West CCR** by L-854 Radio Control and record input and output amperage at each step.

<b>STEP</b>	<b>INPUT CURRENT</b>	<b>OUTPUT CURRENT</b>
B10		
B30		
B100		