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Letting February 27, 2026

Notice to Bidders, Specifications and Proposal

WARNING: FAA Buy American Preference provisions apply to this contract. Failure to submit a "Certification of Compliance with FAA Buy American Preference – Construction Projects" form in accordance with the bidding procedures set forth herein (Appendix A3) will result in the bid being declared non-responsive.



**Illinois Department
of Transportation**

Springfield, Illinois 62764

**Contract No. MO009
Monmouth Municipal Airport
Monmouth, Illinois
Warren County
Illinois Project No. C66-5229
SBG Project No. 3-17-SBGP-249/266**



NOTICE TO BIDDERS

1. **TIME AND PLACE OF OPENING BIDS.** Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 12:00 p.m. on February 27, 2026, at which time the bids will be publicly opened from the iCX SecureVault.

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

**Contract No. MO009
Monmouth Municipal Airport
Monmouth, Illinois
Warren County
Illinois Project No. C66-5229
SBG Project No. 3-17-SBGP-249/266**

Rehabilitate Runway 3/21, Phase 1: Improve Runway Safety Area

For engineering information, please contact Jeffrey M. Olson, P.E. of Hanson Professional Services, Inc. at 217.747.9278.

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 10-23 of the Standard Specifications for Construction of Airports (Adopted March 22, 2023), 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 90 calendar days to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the rules, Invitation for Bids and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to readvertise the proposed improvement, and to waive technicalities.

5. **PRE-BID CONFERENCE.** NA

6. **DISADVANTAGED BUSINESS POLICY.** The DBE goal for this contract is 0.0%.

7. **SPECIFICATIONS AND DRAWINGS.** The work shall be done in accordance with the Standard Specifications for Construction of Airports (Adopted March 22, 2023), the Special Provisions dated January 29, 2026, and the Construction Plans dated January 29, 2026 as approved by the Illinois 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 based on the availability of funding.

Award of this contract will be limited to the following bid alternate combinations:

- I. Base Bid
- II. Base Bid + Additive Alternate 1
- III. Base Bid + Additive Alternate 1 + Additive Alternate 2
- IV. Base Bid + Additive Alternate 1 + Additive Alternate 2 + Additive Alternate 3

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 40 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. MATERIAL COST ADJUSTMENTS. Federal Aviation Administration rules prohibit the use of escalation clauses for materials. Therefore, the Illinois Department of Transportation, Division of Aeronautics cannot offer any material cost adjustment provisions for projects that utilize Federal Funds.

12. 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

Gia Biagi,
Secretary

ILLINOIS DEPARTMENT OF TRANSPORTATION
DIVISION OF AERONAUTICS

REQUIRED CONTRACT PROVISIONS FOR STATE FUNDED AIRPORT CONSTRUCTION PROJECTS

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

DISADVANTAGED BUSINESS POLICY

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

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

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

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

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

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

SPECIAL PROVISION FOR SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: November 2, 2017

Revised: April 1, 2019

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 seven days prior to the subcontractor starting work. The amount paid shall be at the following percentage of the amount of the subcontract reported on form AER 260A submitted for the approval of the subcontractor's work.

Value of Subcontract Reported on Form AER 260A	Mobilization Percentage
Less than \$10,000	25%
\$10,000 to less than \$20,000	20%
\$20,000 to less than \$40,000	18%
\$40,000 to less than \$60,000	16%
\$60,000 to less than \$80,000	14%
\$80,000 to less than \$100,000	12%
\$100,000 to less than \$250,000	10%
\$250,000 to less than \$500,000	9%
\$500,000 to \$750,000	8%
Over \$750,000	7%

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

Effective: November 2, 2017

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. If reasonable cause is asserted, written notice shall be provided to the applicable subcontractor and/or material supplier and the Engineer within five days of the Contractor receiving payment. The written notice shall identify the contract number, the subcontract or material purchase agreement, a detailed reason for refusal, the value of payment being withheld, and the specific remedial actions required of the subcontractor and/or material supplier so that payment can be made.

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 SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE)

Effective: April 2, 2018

Subcontractor and Disadvantaged Business Enterprise Payment Reporting

The Contractor shall report all payments made to the following parties:

- (a) first tier subcontractors;
- (b) lower tier subcontractors affecting disadvantaged business enterprise (DBE) goal credit;
- (c) material suppliers or trucking firms that are part of the Contractor's submitted DBE utilization plan.

The report shall be made through the Department's on-line subcontractor payment reporting system within 21 days of making the payment.

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

Effective: February 1, 1969

Revised: January 1, 2017

EQUAL EMPLOYMENT OPPORTUNITY

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

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

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and IDOT and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (5) That it will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or IDOT, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
- (6) That it will permit access to all relevant books, records, accounts, and work sites by personnel of IDOT and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
- (7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify IDOT and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with these provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

SPECIAL PROVISION FOR SUBMISSION OF PAYROLL RECORDS (BDE)

Effective: April 1, 2021

Revised: November 2, 2023

STATEMENTS AND PAYROLLS

The payroll records shall include the worker's name, social security number, last known address, telephone number, email address, classification(s) of work actually performed, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof), daily and weekly number of hours actually worked in total, deductions made, and actual wages paid.

The Contractor and each subcontractor shall submit certified payroll records to the Department each week from the start to the completion of their respective work, except that full social security numbers, last known addresses, telephone numbers, and email addresses shall not be included on weekly submittals. Instead, the payrolls need only include an identification number for each employee (e.g., the last four digits of the employee's social security number). The submittals shall be made using LCPTracker Pro software. The software is web-based and can be accessed at <https://lcptracker.com/>. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate option ("No Work", "Suspended", or "Complete") selected.

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 40 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.

ILLINOIS WORKS APPRENTICESHIP INITIATIVE – STATE FUNDED CONTRACTS (BDE)

Effective: June 2, 2021

Revised: April 2, 2024

Illinois Works Jobs Program Act (30 ILCS 559/20-1 et seq.). For contracts having an awarded contract value of \$500,000 or more, the Contractor shall comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The goal of the Illinois Apprenticeship Works Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Of this goal, at least 50% of the labor hours of each prevailing wage classification performed by apprentices shall be performed by graduates of the Illinois Works Pre-Apprenticeship Program, the Illinois Climate Works Pre-Apprenticeship Program, or the Highway Construction Careers Training Program.

The Contractor may seek from the Department of Commerce and Economic Opportunity (DCEO) a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Contractor shall ensure compliance during the term of the contract and will be required to report on and certify its compliance. An apprentice use plan, apprentice hours, and a compliance certification shall be submitted to the Engineer on forms provided by the Department and/or DCEO.

SPECIAL PROVISION FOR SUBMISSION OF BIDDERS LIST INFORMATION (BDE)

Effective: January 2, 2025

Revised: March 2, 2025

In accordance with 49 CFR 26.11(c) all DBE and non-DBEs who bid as prime contractors and subcontractors shall provide bidders list information, including all DBE and non-DBE firms from whom the bidder has received a quote or bid to work as a subcontractor, whether or not the bidder has relied upon that bid in placing its bid as the prime contractor.

The bidders list information shall be submitted with the bid using the link provided within the “Integrated Contractor Exchange (iCX)” application of the Department’s “EBids System”.

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 March 22, 2023) 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.

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 March 22, 2023) 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.

90-09 Trust agreement option.

DELETE: The entire section.

APPENDIX A – FEDERAL AVIATION ADMINISTRATION (FAA) REQUIRED CONTRACT PROVISIONS

A1 ACCESS TO RECORDS AND REPORTS

A1.1 CONTRACT CLAUSE

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, 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 pending matters are closed.

A2 BREACH OF CONTRACT TERMS

A2.1 CONTRACT CLAUSE

This provision is required for all contracts that exceed the simplified acquisition threshold as stated in 2 CFR Part 200, Appendix II (A). This threshold is occasionally adjusted for inflation and is \$350,000.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

A3 BUY AMERICAN PREFERENCE

A3.1 SOLICITATION CLAUSES

A3.1.1 Certification of Compliance with FAA Buy American Preference Statement

FAA BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 U.S.C. § 50101, BABA and other related Made in America Laws¹, U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Illinois Department of Transportation, Division of Aeronautics will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all construction materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

The bidder or offeror certifies procurement of certain rolling stock using FAA grant funds will prohibit airports from using Federal financial assistance to procure buses or rail car vehicle rolling stock from covered entities.

¹Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

A3.1.2 Illinois Department of Transportation, Division of Aeronautics Requirements

The bidder shall submit the completed and signed "Certification of Compliance with FAA Buy American Preference – Construction Projects" form with the bid. The required form must be uploaded in the "Miscellaneous Documents" area as a single .pdf file in the "Integrated Contractor Exchange (iCX)" application within the Department's "EBids System".

The Department will not accept a "Certification of Compliance with FAA Buy American Preference – Construction Projects" form if it does not meet the bidding procedures set forth herein and the bid will be declared non-responsive. In the event the bid is declared non-responsive,

the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty and may deny authorization to bid the project if re-advertised for bids.

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 (30 ILCS 565/), 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.

All FAA Buy American Waivers are the responsibility of the Contractor, must be obtained prior to the Notice to Proceed, and must be submitted to the Illinois Department of Transportation, 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.

A3.1.3 Certification of Compliance with FAA Buy American Preference – Construction Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 U.S.C. § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 U.S.C. § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing iron, steel and manufactured products produced in the United States;
 - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
 - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- a) To provide to the Illinois Department of Transportation, Division of Aeronautics and the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
- b) To faithfully comply with providing U.S. domestic products.
- c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- d) Certify that all construction materials used in the project are manufactured in the U.S.

- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 U.S.C. § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 U.S.C. § 50101(b).

By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- a) To submit to the Illinois Department of Transportation, Division of Aeronautics and the FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility/project.” The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bids and/or offers;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

A4 CIVIL RIGHTS - GENERAL

A4.1 CONTRACT CLAUSES

A4.1.1 General Clause that is used for Contracts, Lease Agreements, and Transfer Agreements

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A4.1.2 Specific Clause that is used for General Contract Agreements

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

A5 CIVIL RIGHTS – TITLE VI ASSURANCE

A5.1 SOLICITATION CLAUSE

A5.1.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21) including amendments thereto, the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

A5.2 CONTRACT CLAUSES

A5.2.1 Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

A5.2.2 Nondiscrimination Requirements/Title VI Clauses for Compliance

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

A6 CLEAN AIR AND WATER POLLUTION CONTROL

A6.1 CONTRACT CLAUSE

This provision is required for all contracts and lower tier contracts that exceed \$150,000.

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed \$150,000.

A7 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

A7.1 CONTRACT CLAUSE

This provision applies to all contracts and lower tier contracts that exceed \$100,000, and employ laborers, mechanics, watchmen, and guards.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

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

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

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract

for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner 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) of this clause.

4. Subcontractors.

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

A8 COPELAND "ANTI-KICKBACK" ACT

A8.1 CONTRACT CLAUSE

This provision applies to all construction contracts and subcontracts financed under the AIP that exceed \$2,000.

COPELAND "ANTI-KICKBACK" ACT

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

A9 DAVIS-BACON REQUIREMENTS

A9.1 CONTRACT CLAUSE

This provision is to be incorporated into all construction contracts and subcontracts that exceed \$2,000 and include funding from the AIP.

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under regulations implementing the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

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

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

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

(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, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

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

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

3. Payrolls and Basic Records.

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

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

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

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

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

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

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

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

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

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services 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 Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, 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 no 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 that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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 §§ 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 compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment.

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

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

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

9. Disputes Concerning Labor Standards.

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

10. Certification of Eligibility.

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

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

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

A10 DEBARMENT AND SUSPENSION

A10.1 CERTIFICATION CLAUSES

A10.1.1 Bidder or Offeror Certification

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

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

A10.1.2 Lower Tier Contract Certification

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must confirm 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:

Checking the System for Award Management at website: <http://www.sam.gov>.

Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.

Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

A11 DISADVANTAGED BUSINESS ENTERPRISE

A11.1 REQUIRED PROVISIONS

A11.1.1 Solicitation Language (Solicitations with a DBE Contract Goal)

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- (1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- (2) A description of the work that each DBE firm will perform;
- (3) The dollar amount of the participation of each DBE firm listed under (1);
- (4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal
- (5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- (6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR Part 26 including any amendments thereto. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

A11.1.2 Solicitation Language (Solicitations with No DBE Contract Goal)

The requirements of 49 CFR Part 26 including any amendments thereto apply to this contract. It is the policy of the Illinois Department of Transportation to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

A11.1.3 Prime Contracts (Projects covered by a DBE Program)

Contract Assurance (49 CFR § 26.13) –

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 including any amendments thereto 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, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

A12 DISTRACTED DRIVING

A12.1 CONTRACT CLAUSE

TEXTING WHEN DRIVING

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

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$15,000 that involve driving a motor vehicle in performance of work activities associated with the project.

A13 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

A13.1 CONTRACT CLAUSE

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act P.L. 115-232, § 889(f)(1)).

A14 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

A14.1 SOLICITATION CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A15 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

A15.1 CERTIFICATION CLAUSE

This provision is required for all contracts that equal or exceed \$100,000.

CERTIFICATION REGARDING LOBBYING

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

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

- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. 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.

A16 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A16.1 CONTRACT CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A17 PROCUREMENT OF RECOVERED MATERIALS

A17.1 CONTRACT CLAUSE

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- a) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- b) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

A18 RIGHT TO INVENTIONS

A18.1 CONTRACT CLAUSE

RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

A19 SEISMIC SAFETY

A19.1 CONTRACT CLAUSE

A19.1.1 Construction Contracts

SEISMIC SAFETY

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

A20 TAX DELINQUENCY AND FELONY CONVICTIONS

A20.1 CERTIFICATION CLAUSE

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

Certifications

- 1) The applicant represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant cannot comply with the two (2) above-listed certifications, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

A21 TERMINATION OF CONTRACT

A21.1 CONTRACT CLAUSE

A21.1.1 Termination for Convenience

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

A21.1.2 Termination for Default

TERMINATION FOR CAUSE (CONSTRUCTION)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for conditions, rights, and remedies associated with Owner termination of this contract for cause due to default of the Contractor.

A22 TRADE RESTRICTION CERTIFICATION

A22.1 SOLICITATION CLAUSE

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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 an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

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.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

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

A23 VETERAN'S PREFERENCE

A23.1 CONTRACT CLAUSE

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within 49 U.S.C. § 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

A24 DOMESTIC PREFERENCES FOR PROCUREMENTS

A24.1 CERTIFICATION CLAUSE

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

A25 PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

A25.1 CONTRACT CLAUSE

The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

SECTION III

SPECIAL PROVISIONS

**REHABILITATE RUNWAY 3/21,
PHASE 1: IMPROVE RUNWAY SAFETY AREA**

**MONMOUTH MUNICIPAL AIRPORT
MONMOUTH, ILLINOIS**

**IL PROJECT NO. C66-5229
AIP PROJECT NO. 3-17-SBGP-TBD**

PREPARED BY



100% SUBMITTAL, 1/29/2026

IDOT LETTING – February 27, 2026



EXPIRES 11/30/27

SPECIAL PROVISIONS
MONMOUTH MUNICIPAL AIRPORT
REHABILITATE RUNWAY 3/21,
PHASE 1: IMPROVE RUNWAY SAFETY AREA

IL PROJECT NO. C66-5229
AIP PROJECT NO. 3-17-SBGP-TBD
CONTRACT NO. MO009

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FORWARD

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

Rehabilitate Runway 13/31, Phase I: Improve Runway Safety Area

This project scope includes improving the Runway 3/21 Safety Areas (RSA), including grading of onsite and placement of offsite material at both runway ends to meet criteria and promote drainage. The work includes:

- Placement of temporary soil erosion control measures
- Grading to meet criteria and promote positive drainage
- Topsoiling, Seeding, and Mulching.

SPECIAL PROVISIONS
MONMOUTH MUNICIPAL AIRPORT
REHABILITATE RUNWAY 3/21,
PHASE 1: IMPROVE RUNWAY SAFETY AREA

IL PROJECT NO. C66-5229
AIP PROJECT NO. 3-17-SBGP-TBD
CONTRACT NO. MO009

GOVERNING SPECIFICATIONS AND RULES AND REGULATIONS

The Illinois Standard Specifications for Construction of Airports, State of Illinois Department of Transportation, Division of Aeronautics, **adopted March 22, 2023** shall govern the Project except as otherwise revised or noted in these Special Provisions dated October 17, 2025 . All references to IDOT Specifications refer to Standard Specifications for Road and Bridge Construction, Illinois Department of Transportation, adopted January 1, 2022, as revised. Resolution of conflicts with any part or parts of said Specifications shall be in accordance with Section 50-03 of the Standard Specifications.

MANUALS, POLICY MEMORANDUMS, AND GUIDES

The Illinois Department of Transportation, Division of Aeronautics, Manuals, Policies, Memorandums and Guides that are incorporated into this Project by reference are listed below. Also provided is a notation as to whether all or a portion of each applicable Manual, Policy Memorandum, and Guide has been modified by these Special Provisions.

MANUALS	
Title	Modified By Special Provisions
Airport Construction Documentation Manual (Updated 6/2014)	NO
Manual for Documentation of Airport Materials (Updated 4/01/2010)	NO

It is the Bidder's and Contractor's responsibility to review and incorporate into their bid, and work, the requirements contained in these Manuals, Policy Memorandums and Guides. Copies of each applicable manual, policy memorandum, and guide can be found on the Illinois Department of Transportation, Division of Aeronautics webpage at <https://idot.illinois.gov/doing-business/procurements/construction-services/contractor-resources/aeronautics/construction-and-materials.html>.

PART 1 – GENERAL CONTRACT PROVISIONS

SECTION 40 - SCOPE OF WORK

Revise Section 40 of the Standard Specifications as follows:

40-05 Maintenance of Traffic.

Add the following Paragraphs:

Prior to the issuance of a construction Notice-to-Proceed (NTP) by the Illinois Division of Aeronautics, the Contractor shall prepare and submit a Safety Plan Compliance Document (SPCD) in accordance with FAA Advisory Circular 150/5370-2 (current issue), paragraph 2.4.2, or equivalent section in subsequent/current issues. The SPCD shall be reviewed and approved by the Airport Manager, who will then submit the document to the Illinois Division of Aeronautics for their approval prior to Notice to Proceed.

Construction of the project shall be performed by the Contractor in accordance with the guidelines specified in FAA advisory circular 150/5370-2 (current issue) and the airport rules and regulations. Any Contractor activities required for project safety shall be provided by the Contractor and be incidental to the contract.

To minimize disruptions of airport operations, construction operations must be controlled throughout the project's duration, and work must be completed expeditiously. A construction phasing plan detailing the sequencing of the Contractor's work throughout the project is included in the plans. The Contractor shall provide his written acceptance of the project construction phasing plan at the pre-construction conference. Any and all changes to the construction phasing plan that may be requested by the Contractor must be approved by the project engineer and the Airport Owner. It shall be the Contractor's responsibility to provide sufficient advance notice of any proposed phasing change to permit consideration and approval by the project engineer and the Airport Owner. The Contractor shall not be entitled to any extra compensation, nor extension to the contract time, because of a phasing change request nor for any time necessary in receiving the required approvals. The Contractor shall expedite work at those stages where active taxiways, hangar access, aprons, roadways, or parking lots must be closed, to minimize the length of time that Airport operations are restricted.

At the pre-construction conference, the Contractor shall provide a Contractor coordination plan that coordinates his work with the work of his subcontractors and the work of other contractors of other on-going Airport projects.

Runway 3/21, and thus the Airport, will be closed during the project. To minimize disruption to aircraft operations, construction work must be completed

expeditiously. Runway closings shall only be permitted by prior authorization of the resident engineer and the Airport Owner.

The Contractor will provide, install, maintain, and remove runway closure markers as detailed in the Construction Plans and in the Special Provisions. It will be the Contractor's responsibility to install, relocate and maintain runway closure markers at the locations shown in the plan, and as directed by the Resident Engineer and Airport Owner. The cost of placing and relocating these items, and their operation and maintenance, is incidental to pay Item **AR150520 Mobilization**.

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

The Contractor shall furnish barricades for any airfield or roadway pavement to be closed by his work. It will be the Contractor's responsibility to furnish, place and maintain barricades as shown in the Construction Plans, and as directed by the Resident Engineer and Airport Owner. The cost of these items, and their maintenance, is incidental to pay Item **AR150520 Mobilization**. Any work that requires portions of an active runway, taxiway or apron to be closed must be completed expeditiously to minimize disruption to aircraft operations.

The Contractor shall erect and maintain, at no cost to the contract, directional and informational signs for the Contractor's access routes at the existing construction entrances and for the Contractor's route within the Airport Operations Area, as noted on the plans or as directed by the Resident Engineer. Where Contractor equipment is operating within active Aircraft Operations Areas, radio-equipped flaggers shall be furnished by the Contractor. Continuous pavement sweeping shall be furnished to remove debris from active aircraft movement paths. The cost of traffic control/flaggers and pavement sweeping shall be is incidental to pay Item **AR150520 Mobilization**.

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

- All employees of the Contractor shall park their personal vehicles in the designated equipment parking and storage area. Each person or vehicle entering the Contractor area shall do so in accordance with the policies and procedures of the Airport Owner. The Contractor will transport the workers from the parking areas to the work area. Only Contractor vehicles will be allowed outside of the proposed equipment storage and parking areas.

- Should any Contractor personnel be identified as noncompliant with any vehicle driving safety requirements in this project safety plan or in the Airport vehicle operations regulations, such drivers shall be penalized by rescission of their on-Airport driving privileges, and their access to the construction limit area when operating vehicles shall be revoked.
- The Contractor will be required to be in contact with Airport operations. This will keep the Contractor in contact with Airport personnel and enable the Airport personnel to immediately contact the Contractor in case of an aeronautical emergency that would require action by the Contractor and/or his personnel.

The Contractor shall remain within the construction limits line shown in the plans.

When haul vehicles are permitted to cross active airfield pavements, the Contractor will provide positive control of construction vehicles using radio-equipped flaggers. Contractor shall establish and maintain radio contact with:

- **CTAF/UNICOM (122.8 MHz).**

All Contractor's equipment used in active Airport Operations Areas shall be equipped with a FAA-standard flag, as referenced in FAA AC 150/5370-2, current issue. Aircraft shall have the right-of-way.

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

Open trenches, excavations and stockpiled material at the construction site shall be delineated with the use of barricades during hours of restricted visibility and/or darkness.

No vertical drop of greater than 3-inches in height from pavement edge to earth grade or earth grade to earth grade within the RSA or TSA will be permitted when the runway or taxiway is open to air traffic. The Contractor will have steel plates on-site to allow for the rapid covering of trenches or earth drops in the event of unexpected work stoppages for weather or Airport emergencies.

When not in use and during nonworking hours, Contractor's equipment shall be parked within the Contractor's equipment storage and parking areas. The equipment storage and parking areas are to be located as shown on the phasing plan. The Contractor will be responsible for maintaining the construction entrances in good condition. The cost of maintaining the construction entrance and Contractor areas is to be incidental to the contract. The Contractor shall protect all existing pavement edges from damage from construction equipment and haul vehicles.

At no time shall the Contractor conduct any activities or operate or park equipment so as to obstruct active part 77 Airport imaginary surfaces or the runway protection zones (RPZ) as delineated in the plans. Contractor's equipment shall extend no higher than 25 feet.

Before reopening closed pavements, the Contractor shall inspect and clean, as necessary, the pavement to ensure that no materials or objects that may damage aircraft or vehicles remain. Any required cleaning shall be to the satisfaction of the Resident Engineer and Airport Owner and is incidental to the contract.

All work shall be completed in accordance with the approved project safety plan, issued by the Illinois Division of Aeronautics.

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

The Contractor must notify the Resident Engineer and the Airport Owner 3 days in advance of any required partial or complete closing of any runway, taxiway, or apron. The date, time and scheduled duration of the closing must be approved by the Resident Engineer and the Airport Owner. The Contractor shall notify the Resident Engineer and Airport Owner 3 days in advance of the Contractor's closing of other active roadways, airfield or roadway lighting circuits, or other Airport facilities.

Contractor's access to the project when on Airport property is shown in the plans. Contractor's access to the Airport itself is to be provided by public rights-of-way. The Contractor is to secure all necessary permits for the use of any public rights-of-way and shall maintain traffic public roads at all times, with the costs of permitting, cleaning, and repairing of pavement damaged by Contractor's activities incidental to the contract. Use of and repairs to any public facilities are to be completed to the satisfaction of the facility's Owner.

The Contractor is to provide temporary construction roads within the construction limit lines as may be required by his activities. Heavy vehicles shall not cross existing pavement surfaces except as approved by the Airport Owner and the Resident Engineer. Any damage to pavements that may occur by the Contractor's activities shall be repaired at the Contractor's expense and to the satisfaction of the Airport Owner and the Resident Engineer. For haul routes made by Contractor through grass areas, Contractor shall grade, level, topsoil, seed, and mulch at the end of the project, cost incidental to the contract.

The Contractor is to provide an equipment storage and parking area at the locations shown in the plans. It is the Contractor's responsibility to maintain the access roads and the storage area during construction and to restore the areas at project completion to conditions suitable to the Airport Owner and the Resident Engineer. At the Airport Owner's discretion, the temporary facilities may remain,

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but they must be left in conditions suitable to the Airport Owner. The cost of providing, maintaining, and restoring the temporary facilities is incidental to the contract.

The Contractor shall provide 3 days prior notice of any outages or shutdowns of utilities to the Owner and the agency owning the affected utility. The Contractor shall provide any temporary connections or other measures as may be required to maintain service as may be required by the owning agency at no cost to the Owner.

SECTION 50 - CONTROL OF WORK

Revise Section 50 of the Standard Specifications as follows:

50-06 Construction Layout Stakes. Revise the first paragraph to read:

The contractor shall be responsible for all construction layout and any extension of the control network provided in the plans necessary to properly complete the work.

50-10 Load Restrictions. Add the following:

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

The Contractor shall erect and maintain directional and informational signs for the Contractor's access routes at the existing construction entrance and for the Contractor's routes within the Airport, as noted on the Plans, or as directed by the Resident Engineer/Technician. This work is included under **Item AR150520 Mobilization** of these Special Provisions.

50-14 Final Acceptance. Revise the first sentence of the first paragraph to read:

Upon due notice to the Resident Engineer/Technician by the Contractor of presumptive completion of the entire project, the charging of Contract Time shall be suspended, and the Engineer and Owner will make an inspection.

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SECTION 70 - LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

Revise Section 70 of the Standard Specifications as follows:

70-09 Construction Safety and Phasing Plan (CSPP). Add the following:

The Contractor shall also meet the requirements of the Standard Specifications and these Special Provisions, dated October 17, 2025, contained in Paragraph 40-5, Maintenance of Traffic.

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SECTION 80 - PROSECUTION AND PROGRESS

Revise Section 80 of the Standard Specifications as follows:

80-04 Limitations of Operations. Add the following:

The Contractor shall also meet the requirements of the Standard Specifications and these Special Provisions, dated October 17, 2025, contained in Paragraph 40-5, Maintenance of Traffic.

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PART 2 – GENERAL CONSTRUCTION ITEMS

ITEM 102 – TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL

BASIS OF PAYMENT

102-5.1 Add the following to this section:

Payment will be made under:

Item AR156510 Silt Fence – per linear foot.

Item AR156511 Ditch Check – per each.

END OF ITEM 102

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ITEM 105 – MOBILIZATION

BASIS OF PAYMENT

105-3.1 Add the following to this section:

Payment will be made under:

Item AR150520 Mobilization – per lump sum.

END OF ITEM 105

ITEM 150530 – TRAFFIC MAINTENANCE

DESCRIPTION

150530-1.1 This work shall consist of the furnishing, installation, maintenance, relocation, and removal of work zone traffic control and protection, and will be in accordance with the Plans, Plan details, and the guidelines specified in FAA Advisory Circular 150/5370-2 (current issue). The item shall also include the provision for pavement sweepers, cleaning, flaggers, radio equipment for traffic control, set-up, operation, maintenance, and removal of taxiway closure markers, as shown in the Site and Safety Plan and as specified in these Special Provisions.

The Contractor shall be responsible for the proper location, installation, and arrangement of all traffic control devices as shown in the Plans.

All traffic control devices used for the maintenance of traffic, as detailed on the Plans, shall be reflectorized prior to installation, and cleaned as specified by the Resident Engineer. When directed by the Resident Engineer, the Contractor shall remove all traffic control devices which were furnished, installed, or maintained by Contractor under this contract. All traffic control devices shall remain in place until specific authorization for relocation or removal is received from the Resident Engineer. The Contractor shall be responsible for replacement of any devices that are supplied by others and damaged by the Contractor's and/or Subcontractor's workforce during relocation or construction operation.

The Contractor will notify the Resident Engineer in writing three (3) calendar days prior to any activities that will disrupt runway, taxiway and/or apron traffic; a three day notice will be required for road closures and lane closures.

MATERIALS

150530-2.1 Materials shall be according to the following:

- FAA Advisory Circular 150/5370-2 (current issue), Operational Safety on Airports During Construction.
- Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2022.
- Illinois Department of Transportation Supplemental Specifications and Recurring Special Provisions adopted January 1, 2022.

150530-2.2 Temporary Vinyl Taxiway Closure Markers. The vinyl markers shall be constructed of a durable, 5-foot by 30-foot (each portion of the "X"), yellow vinyl-coated windscreen material, with #2 brass rolled-rim spur grommets (56) installed through the hem at 2.5 foot spacing intervals along the marker perimeter, meeting FAA requirements. The marker shall be held in place on the pavement using sandbags or steel anchors, meeting the requirements of the marker manufacturer. The Contractor shall furnish a

sufficient number of closure markers to mark the number of closed taxiways for any construction phase.

150530-2.3 Temporary Runway Closure Markers. The vinyl markers shall be constructed of a durable, 10-foot by 60-foot (each portion of the "X"), yellow vinyl-coated windscreen material, with #2 brass rolled-rim spur grommets (116) installed through the hem at 2.5 foot spacing intervals along the marker perimeter, meeting FAA requirements. The marker shall be held in place on the pavement using sandbags or steel anchors, meeting the requirements of the marker manufacturer. The Contractor shall furnish a sufficient number of closure markers to mark the number of closed runways for any construction phase.

CONSTRUCTION METHODS

150530-3.1 All work zone traffic control, and protection shall be according to: the Site and Safety Plan, Notes, and details; FAA Advisory Circular 150/5370-2 (current issue), Operational Safety on Airports During Construction, and Highway Standards (latest issue), as published by the Illinois Department of Transportation.

The traffic control shown on the Plans represents the minimum required combination of traffic control devices needed for a particular construction operation. Conditions created by the Contractor's operation which are not covered by the Plans shall be delineated by devices as directed by the Engineer at no additional cost to the Project.

The Construction Site and Safety Plan represents one suggested alternative for the construction sequencing and method of handling traffic. Revisions or modifications of the traffic control shall have the Engineer's written approval. Any deviation from the proposed plan shall be approved in writing by the Engineer before implementation.

The traffic control should remain in place only as long as needed and shall be removed when directed by the Resident Engineer.

At the pre-construction conference, the Contractor shall furnish the name and telephone number of the individual in the Contractor's employ who is to be responsible, 24 hours a day, for the installation and maintenance of traffic control for the Project. When the actual installation and maintenance are to be accomplished by a subcontractor, consent shall be requested of the Resident Engineer at the time of the preconstruction conference. This shall not relieve the Contractor of furnishing a responsible individual in the Contractor's direct employ. The Resident Engineer will provide the Contractor with the name of its representative who will be responsible for administration of the traffic control.

Removal, relocation, maintenance, and inspection of traffic control devices, as required by the Contractor's activities, shall be included in the item and not measured separately for payment.

150530-3.2 Temporary Vinyl Closure Markers. Taxiway & runway closing(s) shall only be permitted by prior authorization of the Resident Engineer and the Airport

Owner, and in accordance with the Phasing Plan. The Contractor shall furnish a sufficient number of closure markers to mark the number of closed taxiways and/or runways for any construction phase. The marker shall be held in place on the pavement using sandbags or steel anchors. If steel anchors are used, any damage to the pavement made by the installation shall be repaired to the satisfaction of the Resident Engineer. The Contractor shall furnish daily inspection of the markers and make any adjustments, repairs, and replacements necessary to maintain the markers in-place and to the satisfaction of the Resident Engineer.

METHOD OF MEASUREMENT

150530-4.1 Traffic control and protection required under Traffic Maintenance will be incidental to **AR150520 Mobilization**.

BASIS OF PAYMENT

150530-5.1 Traffic control and protection will be incidental to **AR150520 Mobilization**. This includes furnishing all labor, materials, tools, equipment and incidentals, including relocation, removal and maintenance of the materials necessary to complete the item as specified.

END OF ITEM 150530

ITEM 150540 - HAUL ROUTE

DESCRIPTION

150540-1.1 This item of work shall consist of the construction and maintenance of all haul routes, vehicle parking areas, and material storage areas at the location(s) shown on the Construction Plans. Cost includes any directional, information, or safety signs determined by the Contractor to be necessary to complete the Project.

MATERIALS

150540-2.1 Materials used in completing this item shall meet the individual requirements of the Standard Specifications and Special Provisions and will be incidental to Item 150540 Haul Route.

Materials include:

- a. Excavation and Embankment - Item 152 (as modified in these Special Provisions)
- b. Filter Fabric – Fabric shall meet the minimum requirements described in Item 102 of the Standard Specifications.
- c. Fractured Stone - Stone shall be recycled bituminous millings, 1.5-inch size broken concrete, IDOT CA-6 or CA-7 crushed aggregate, or other similar aggregate, and must be acceptable to the Resident Engineer.
- d. Construction Vehicle Traffic Control Signs - Applicable IDOT Standards for Traffic Control and Maintenance

CONSTRUCTION METHODS

150540-3.1 The Haul Route will be maintained as not to cause delay to the proposed construction. The Contractor will be required to employ methods to control dust and tracking of mud on the grade of the construction site and paved areas.

- a. Excavation. The existing grade shall be excavated to the widths and depths detailed in the Plans. Topsoil and subsoil shall be stockpiled separately to prevent commingling. Topsoil stockpiles must be approved by the Resident engineer and stabilized with temporary seeding and mulching within seven (7) days. Excavation, stockpiling, temporary erosion control shall not be measured, and separate payment shall not be made.

- b. Filter Fabric. Shall not be measured and separate payment shall not be made.
- c. Fractured Stone. The Contractor will be responsible for compaction, placement, and maintenance as necessary to complete the project. Fractured stone shall not be measured, and separate payment shall not be made.
- d. Temporary Culverts. Temporary structures such as a pipe culvert, not designated in the plans, may be required along ditches, channels, or other low areas to maintain existing flow. Temporary culverts will not be measured or paid for separately but shall be considered incidental.
- e. Construction Traffic Control Signs. Signs shall be furnished and installed in accordance with the requirements of the applicable IDOT Standards for Traffic Control and Maintenance. All traffic control, safety, and permitting requirements associated with the construction and use of the haul route, vehicle parking, and material storage area are the responsibility of the Contractor.

Special care shall be taken to protect existing adjacent pavement edges where the haul route ties into airfield pavements. Any damage done to existing pavements shall be fully repaired, full-depth if necessary, to the satisfaction of the Resident Engineer/Technician prior to reopening to airfield traffic. Any damaged pavement markings shall be re-marked at the Contractor's expense.

150540-3.2 Maintenance at Project End. The Contractor shall provide for the periodic inspection and maintenance of the route(s) used within the Construction Limits throughout the project duration and at each rain event. The length of haul route to be removed shall be restored to its original condition, including tillage of any existing farm ground as necessary due to compaction, topsoiling, seeding, and mulching of disturbed areas, and whose cost shall be included in the Contract unit price for Haul Route.

Additional paths used/constructed within the Construction Limits shall be removed and restored to the satisfaction of the Resident Engineer and will be included in the Contract unit price for Haul Route.

BASIS OF PAYMENT

150540-4.1 Payment will be made at the contract unit price per lump sum for constructing and maintaining the haul routes and vehicle parking and material storage areas, and for restoring the area as described. This price shall be full compensation for

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furnishing and installation of all materials; restoration and turfing; for all labor, equipment, and incidentals necessary to complete this item of work.

Payment will be made under:

Item AR150540 Haul Route --- per lump sum

END OF 150540

PART 3 – SITEWORK

ITEM 152 – EXCAVATION, SUBGRADE, AND EMBANKMENT

DESCRIPTION

152-1.1 Add the following:

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

All earthwork shall be performed in accordance with the applicable NPDES Construction Site permit issues for this Project, and any applicable local ordinances or regulations.

152-1.3 Classification.

a. Unclassified Excavation. Add the following:

Suitable material excavated may be utilized in areas requiring fill within the project limits rather than being hauled offsite as able.

Add the following section:

f. Offsite borrow excavation. Offsite borrow excavation shall consist of excavating suitable materials obtained from offsite locations approved by the Resident Engineer and transporting the materials to areas requiring fill within the construction limits. The offsite borrow material shall be furnished in accordance with Article 204.02 of IDOT Standard Specifications for Road and Bridge Construction. Illinois Department of Transportation adopted January 1, 2022, as revised.

152-1.4 Unsuitable excavation.

Add the following to the end of the paragraph:

Loading, hauling and disposing of unsuitable material shall **not** be paid for separately, but shall be included in the Contract unit price for “Unclassified Excavation.”

152-1.6 Suitable Excavation.

All material considered satisfactory for use as fill by the Resident Engineer may be used in locations shown in the Plans.

CONSTRUCTION METHODS

152-3.2 Add the following:

Unsuitable material not considered to be Satisfactory by the Resident Engineer to obtain final grades shall be loaded, hauled, tested/documented as may be required by state law, and disposed of at an offsite disposal site authorized to accept the debris. All cut material shall be used elsewhere in the project to the extent possible as permitted in the Contract plans and specifications, before the material is hauled away and disposed of offsite. Only material identified by the Resident Engineer for haul and disposal shall be hauled from the project site and disposed of at the offsite location. Contractor shall provide for all materials testing and suitability documentation as required by state law for the disposal of construction debris. Loading, haul, testing and disposal of any unsatisfactory material shall **not** be paid for separately, but shall be included in the Contract unit price for "Unclassified Excavation.

Topsoil to be used elsewhere under this project shall be stockpiled, but located as not to violate any runway or any taxiway safety or object area criteria, or obstruct any FAR Part 77 imaginary surfaces, until separately placed under Item 905. Placement and storage of the topsoil shall **not** be paid for separately but shall be included in the Contract unit price for "Unclassified Excavation."

The Contractor will not be allowed to haul any materials across existing pavements, except for haul routes identified in the Plans or as shown in the Site Plan and prescribed in the Phasing Plan and the Construction Safety Plan, or to cross any unpaved areas that have been designated by the Airport Owner as used for agriculture, or which have already been seeded under this contract.

Add the following section:

152-3.3A Offsite borrow excavation.

Offsite borrow shall be from off Airport property. Offsite borrow excavation shall consist of excavating suitable materials obtained from offsite locations approved by the Resident Engineer and transporting the materials to areas requiring fill within the construction limits. The offsite borrow material shall be furnished in accordance with Article 204.02 of IDOT Standard Specifications for Road and Bridge Construction. Illinois Department of Transportation adopted January 1, 2022, as revised.

Borrow excavation brought to the site but not immediately placed in its final configuration shall be stockpiled within the construction limits but located as not to violate any runway or any taxiway safety or object area criteria, or obstruct any FAR Part 77 imaginary surfaces until placed. Placement, storage, and re-

distribution of the material shall **not** be paid for separately but shall be included in the Contract unit price for "Offsite Borrow Excavation."

The contractor will not be allowed to haul any materials across existing pavements, except as shown on the haul route on the Plans or as shown in the Site Plan and prescribed in the Phasing Plan and the Construction Safety Plan, or to cross any unpaved areas that have been designated by the Airport Owner as used for agriculture, or which have already been seeded under this Contract.

152-3.14 Surface tolerances. Add the following to the end of this section:

For purposes of verifying these tolerances, the Contractor shall furnish survey elevations for the final grades to the Project Engineer for review.

Add the following section:

152-3.19 Dust control watering.

This work shall consist exclusively of the control of dust from construction operations and not for use in the compaction of earth embankment.

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

METHOD OF MEASUREMENT

Add:

152-4.1

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

f. Offsite borrow excavation. The quantity for offsite borrow material shall be measured for payment by the number of cubic yards in its original position at the borrow pit. No additional payment will be made for hauling and placement. Those items are considered incidental to this pay item.

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BASIS OF PAYMENT

152-5.1 Add the following:

Payment shall be made at the contract unit price per cubic yard for "Unclassified Excavation" and "Offsite Borrow Excavation". Prices shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item AR152410 Unclassified Excavation – per cubic yard.

Item AR152442 Offsite Borrow Excavation – per cubic yard.

END OF ITEM 152

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PART 12 – TURFING

ITEM 901 – SEEDING

BASIS OF PAYMENT

901 5.1 Add the following:

Payment will be made under:

Item AR901510 Seeding - per acre.

END OF ITEM 901

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ITEM 905 – TOPSOILING

BASIS OF PAYMENT

905 5.1 Add the following:

Payment will be made under:

Item AR905510 Topsoiling (From On Site) - per cu. yd.

END OF ITEM 905

ITEM 908 – MULCHING

DESCRIPTION

908 1.1 Add the following:

Material used for mulching shall be **Heavy Duty** hydraulic mulch, applied and secured as otherwise provided in the Standard Specifications, regardless of the grade slopes to be mulched.

MATERIALS

908-2.1 **Mulch Material.** Delete the first Paragraph and replace with the following:

Material used for mulching shall be **Heavy Duty** hydraulic mulch, as specified herein, regardless of the grade slopes to be mulched.

Delete Subparagraphs a, b and c.

Add the following to Paragraph d., Hydraulic Mulch:

Material used for mulching shall be **Heavy Duty** hydraulic mulch, as specified herein, regardless of the grade slopes to be mulched.

CONSTRUCTION METHODS

908 3.1 **Mulching.** Add the following:

Hydraulic mulch shall be applied as specified herein for **Heavy Duty** applications.

BASIS OF PAYMENT

908-5.1 Add the following:

Payment will be made under:

Item AR908510 Mulching – per acre.

END OF ITEM 908