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Letting April 25, 2025

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 A4) will result in the bid being declared non-responsive.



**Illinois Department
of Transportation**

Springfield, Illinois 62764

**Contract No. WA076
Waukegan National Airport
Waukegan, Illinois
Lake County
Illinois Project No. UGN-4848
SBG Project No. 3-17-SBGP-TBD**



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 April 25, 2025, 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. WA076
Waukegan National Airport
Waukegan, Illinois
Lake County
Illinois Project No. UGN-4848
SBG Project No. 3-17-SBGP-TBD**

Construct Wildlife Fencing - Phase 5 (Northwest Area)

For engineering information, please contact Antonio Marin, P.E. of Crawford, Murphy & Tilly, Inc. at 630.907.7041.

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.** N/A

6. **DISADVANTAGED BUSINESS POLICY.** The DBE goal for this contract is 11.0%.

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 February 28, 2025, and the Construction Plans dated February 28, 2025 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 Base Bid: 38 calendar days; Additive Alternate #1: 7 additional 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,
Acting 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 DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: January 2, 2025

1. OVERVIEW AND GENERAL OBLIGATION. The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR Part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified in accordance with the requirements of 49 CFR Part 26 and listed in the Illinois Unified Certification Program (IL UCP) DBE Directory. Award of the contract is conditioned on meeting the requirements of 49 CFR Part 26, and failure by the Contractor to carry out the requirements of Part 26 is a material breach of the contract and may result in the termination of the contract or such other remedies as the Department deems appropriate.
2. CONTRACTOR ASSURANCE. All assurances set forth in FHWA 1273 are hereby incorporated by reference and will be physically attached to the final contract and all subcontracts.
3. CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. The Department has determined the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies and that, in the absence of unlawful discrimination and in an arena of fair and open competition, DBE companies can be expected to perform 11.0% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work in accordance with the requirements of 49 CFR 26.53 and SBE Memorandum No. 24-02.
4. IDENTIFICATION OF CERTIFIED DBE. Information about certified DBE Contractors can be found in the Illinois UCP Directory. Bidders can obtain additional information and assistance with identifying DBE-certified companies at the Department's website or by contacting the Department's Bureau of Small Business Enterprises at (217) 785-4611.
5. BIDDING PROCEDURES. Compliance with this Special Provision and SBE Policy Memorandum 24-02 is a material bidding requirement. The following shall be included with the bid.

- (a) DBE Utilization Plan (form SBE 2026) documenting enough DBE participation has been obtained to meet the goal, or a good faith effort has been made to meet the goal even though the efforts did not succeed in obtaining enough DBE participation to meet the goal.
- (b) Applicable DBE Participation Statement (form SBE 2023, 2024, and/or 2025) for each DBE firm the bidder has committed to perform the work to achieve the contract goal.

The required forms and documentation shall be submitted as a single .pdf file using the "Integrated Contractor Exchange (iCX)" application within the Department's "EBids System".

The Department will not accept a bid if it does not meet the bidding procedures set forth herein and the bid will be declared non-responsive. A bidder declared non-responsive for failure to meet the bidding procedures will not give rise to an administrative reconsideration. 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.

- 6. UTILIZATION PLAN EVALUATION. The contract will not be awarded until the Utilization Plan is approved. All information submitted by the bidder must be complete, accurate, and adequately document the bidder has committed to DBE participation sufficient to meet the goal, or that the bidder has made good faith efforts to do so, in the event the bidder cannot meet the goal, in order for the Department to commit to the performance of the contract by the bidder.

The Utilization Plan will be approved by the Department if the Utilization Plan documents sufficient commercially useful DBE work to meet the contract goal or the Department determines, based upon the documentation submitted, that the bidder has made a good faith effort to meet the contract goal pursuant to 49 CFR Part 26, Appendix A and the requirements of SBE 2026.

If the Department determines that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan of that determination in accordance with SBE Policy Memorandum 24-02.

- 7. CALCULATING DBE PARTICIPATION. The Utilization Plan values represent work the bidder commits to have performed by the specified DBEs and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE firms. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR Part 26.55(c) on questions of commercially useful functions as it affects the work. Specific guidelines for counting goal credit are provided in 49 CFR Part 26.55. In evaluating Utilization Plans for award the Department will count goal credit as set forth in Part 26 and in accordance with SBE Policy Memorandum 24-02.
- 8. CONTRACT COMPLIANCE. The Contractor must utilize the specific DBEs listed to perform the work and supply the materials for which each DBE is listed in the Contractor's approved Utilization Plan, unless the Contractor obtains the Department's written consent to terminate the DBE or any portion of its work. The DBE Utilization Plan approved by SBE is a condition-of-award, and any deviation to that Utilization Plan, the work set forth therein to be performed by DBE firms, or the DBE firms specified to perform that work, must be approved, in writing, by the Department in accordance with federal regulatory requirements. Deviation from the DBE Utilization Plan condition-of-award without such written approval is a violation of the contract and may result in termination of the contract or such other remedy the Department deems appropriate. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan.
 - (a) NOTICE OF DBE PERFORMANCE. The Contractor shall provide the Engineer with at least three days advance notice of when all DBE firms are expected to perform the work committed under the Contractor's Utilization Plan.
 - (b) SUBCONTRACT. If awarded the contract, the Contractor is required to enter into written subcontracts with all DBE firms indicated in the approved Utilization Plan and must provide copies of fully executed DBE subcontracts to the Department upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.
 - (c) PAYMENT TO DBE FIRMS. The Department is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward either the contract goal or the Department's overall goal until the amount to be applied toward the goal has been paid to the DBE. The Contractor shall document and report all payments for work performed by DBE certified firms in accordance with Article 109.11 of the Standard Specifications. All records of payment for work performed by DBE certified firms shall be made available to the Department upon request.
 - (d) FINAL PAYMENT. After the performance of the final item of work or trucking, or delivery of material by a DBE and final payment to the DBE by the Contractor, but not later than 30 calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement (form SBE 2115) to the Engineer. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages.

- (g) **ENFORCEMENT.** The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.

SPECIAL PROVISION FOR WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

Revised: January 2, 2025

The following applies to all Disadvantaged Business Enterprise (DBE) trucks on the project, whether they are utilized for DBE goal credit or not.

The Contractor shall notify the Engineer at least three days prior to DBE trucking activity.

The Contractor shall submit a weekly report of DBE trucks hired by the Contractor or subcontractors (i.e. not owned by the Contractor or subcontractors) to the Resident Engineer on Division of Aeronautics Form "AER 723" within ten business days following the reporting period. The reporting period shall be Sunday through Saturday for each week reportable trucking activities occur.

Any costs associated with providing weekly DBE trucking reports shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

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 Base Bid: 38 calendar days; Additive Alternate #1: 7 additional 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 AFFIRMATIVE ACTION REQUIREMENTS

A2.1 SOLICITATION CLAUSE

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

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

Timetables

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

AREA COVERED (STATEWIDE)

Goals for Women apply nationwide.

GOAL

Goal (percent)

Female Utilization..... 6.9

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

| <u>Economic Area (percent)</u> | <u>Goal</u> |
|---|-------------|
| 056 Paducah, KY: Non-SMSA Counties - IL - Hardin, Massac, Pope KY - Ballard, Caldwell, Calloway, Carlisle, Crittenden, Fulton, Graves, Hickman, Livingston, Lyon, McCracken, Marshall | 5.2 |
| 080 Evansville, IN: Non-SMSA Counties - IL - Edwards, Gallatin, Hamilton, Lawrence, Saline, Wabash, White IN - Dubois, Knox, Perry, Pike, Spencer KY - Hancock, Hopkins, McLean, Mublenberg, Ohio, Union, Webster | 3.5 |
| 081 Terre Haute, IN: Non-SMSA Counties - IL - Clark, Crawford IN - Parke | 2.5 |
| 083 Chicago, IL: SMSA Counties: 1600 Chicago, IL - IL - Cook, DuPage, Kane, Lake, McHenry, Will | 19.6 |

| | |
|---|------|
| 3740 Kankakee, IL - IL - Kankakee | 9.1 |
| Non-SMSA Counties | 18.4 |
| IL - Bureau, DeKalb, Grundy, Iroquois, Kendall, LaSalle, Livingston, Putnam | |
| IN - Jasper, Laporte, Newton, Pulaski, Starke | |
| 084 Champaign - Urbana, IL: | |
| SMSA Counties: | |
| 1400 Champaign - Urbana - Rantoul, IL - IL - Champaign | 7.8 |
| Non-SMSA Counties - | 4.8 |
| IL - Coles, Cumberland, Douglas, Edgar, Ford, Piatt, Vermilion | |
| 085 Springfield - Decatur, IL: | |
| SMSA Counties: | |
| 2040 Decatur, IL - IL - Macon | 7.6 |
| 7880 Springfield, IL - IL - Menard, Sangamon | 4.5 |
| Non-SMSA Counties | 4.0 |
| IL - Cass, Christian, Dewitt, Logan, Morgan, Moultrie, Scott, Shelby | |
| 086 Quincy, IL: | |
| Non-SMSA Counties | 3.1 |
| IL - Adams, Brown, Pike MO - Lewis, Marion, Pike, Ralls | |
| 087 Peoria, IL: | |
| SMSA Counties: | |
| 1040 Bloomington - Normal, IL - IL - McLean | 2.5 |
| 6120 Peoria, IL - IL - Peoria, Tazewell, Woodford | 4.4 |
| Non-SMSA Counties - | 3.3 |
| IL - Fulton, Knox, McDonough, Marshall, Mason, Schuyler, Stark, Warren | |
| 088 Rockford, IL: | |
| SMSA Counties: | |
| 6880 Rockford, IL - IL - Boone, Winnebago | 6.3 |
| Non-SMSA Counties - | 4.6 |
| IL - Lee, Ogle, Stephenson | |
| 098 Dubuque, IA: | |
| Non-SMSA Counties - | 0.5 |
| IL - JoDaviess IA - Atlamakee, Clayton, Delaware, Jackson, Winnesheik WI - Crawford, Grant, Lafayette | |
| 099 Davenport, Rock Island, Moline, IA - IL: | |
| SMSA Counties: | |
| 1960 Davenport, Rock Island, Moline, IA - IL - IL - Henry, Rock Island IA - Scott | 4.6 |
| Non-SMSA Counties - | 3.4 |
| IL - Carroll, Hancock, Henderson, Mercer, Whiteside IA - Clinton, DesMoines, Henry, Lee, Louisa, Muscatine MO - Clark | |
| 107 St. Louis, MO: | |
| SMSA Counties: | |
| 7040 St. Louis, MO - IL - IL - Clinton, Madison, Monroe, St. Clair MO - Franklin, Jefferson, St. Charles, St. Louis, St. Louis City | 14.7 |
| Non-SMSA Counties - | 11.4 |
| IL - Alexander, Bond, Calhoun, Clay, Effingham, Fayette, Franklin, Greene, | |

Jackson, Jasper, Jefferson, Jersey, Johnson, Macoupin, Marion,
Montgomery, Perry, Pulaski, Randolph, Richland, Union, Washington,
Wayne, Williamson
MO - Bollinger, Butler, Cape Girardeau, Carter, Crawford, Dent, Gasconade,
Iron, Lincoln, Madison, Maries, Mississippi, Montgomery, Perry, Phelps,
Reynolds, Ripley, St. Francois, St. Genevieve, Scott, Stoddard, Warren,
Washington, Wayne

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

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

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

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Waukegan, Illinois; Lake County.

A3 BREACH OF CONTRACT TERMS

A3.1 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 \$250,000.

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.

A4 BUY AMERICAN PREFERENCE

A4.1 SOLICITATION CLAUSES

A4.1.1 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 USC § 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 constructions 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.

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.

A4.1.2 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.

A4.1.3 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 USC § 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 USC § 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 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 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

A5 CIVIL RIGHTS - GENERAL

A5.1 CONTRACT CLAUSES

A5.1.1 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 (including limited English proficiency), creed, sex (including sexual orientation and gender identity), 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.

A5.1.2 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.

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

A6.1 CONTRACT CLAUSE

A6.1.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

The Illinois Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

A6.1.2 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 USC § 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);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 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 USC § 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 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 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 USC § 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;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).

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 (including limited English proficiency), creed, sex (including sexual orientation and gender identity), 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.
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.

A7 CLEAN AIR AND WATER POLLUTION CONTROL**A7.1 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 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 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.

A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**A8.1 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.

A9 COPELAND "ANTI-KICKBACK" ACT

A9.1 CONTRACT CLAUSE

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.

A10 DAVIS-BACON REQUIREMENTS

A10.1 CONTRACT CLAUSE

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 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 not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination 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.

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

5. Compliance with Copeland Act Requirements.

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

6. Subcontracts.

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

A11 DEBARMENT AND SUSPENSION

A11.1 CERTIFICATION CLAUSES

A11.1.1 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.

A11.1.2 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.

A12 DISADVANTAGED BUSINESS ENTERPRISE

A12.1 REQUIRED PROVISIONS

A12.1.1 Solicitation Language (Solicitations that include a 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. 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.

A12.1.2 Solicitation Language (Race/Gender Neutral Means)

The requirements of 49 CFR part 26 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.

A12.1.3 Prime Contracts (Projects covered by DBE Program)

DISADVANTAGED BUSINESS ENTERPRISES

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 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.

A13 DISTRACTED DRIVING

A13.1 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 \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

A14 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

A14.1 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 [Public Law 115-232 § 889(f)(1)].

A15 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

A15.1 MANDATORY CONTRACT CLAUSE

A15.1.1 EEO Contract Clause

EQUAL OPPORTUNITY CLAUSE

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

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

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

A15.1.2 EEO Specification

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a

member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

A16 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

A16.1 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.

A17 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

A17.1 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

A18 PROHIBITION of SEGREGATED FACILITIES

A18.1 CONTRACT CLAUSE

PROHIBITION of SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

A19 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A19.1 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.

A20 PROCUREMENT OF RECOVERED MATERIALS

A20.1 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.

A21 RIGHT TO INVENTIONS

A21.1 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.

A22 SEISMIC SAFETY

A22.1 CONTRACT CLAUSE

A22.1.1 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.

A23 TAX DELINQUENCY AND FELONY CONVICTIONS

A23.1 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 responds in the affirmative to either of the above representations, 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.

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.

A24 TERMINATION OF CONTRACT

A24.1 CONTRACT CLAUSE

A24.1.1 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.

A24.1.2 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.

A25 TRADE RESTRICTION CERTIFICATION

A25.1 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.

A26 VETERAN'S PREFERENCE

A26.1 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 Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 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.

A27 DOMESTIC PREFERENCES FOR PROCUREMENTS

A27.1 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.

SECTION III

Special Provisions

CONSTRUCT PERIMETER FENCE – PHASE 5 (NORTHWEST AREA)

**ILLINOIS PROJECT: UGN-4848
S.B.G. PROJECT: 3-17-SBG-XX**

At

WAUKEGAN NATIONAL AIRPORT
WAUKEGAN, LAKE COUNTY, ILLINOIS

February 28, 2025

Prepared By:

CRAWFORD, MURPHY & TILLY, INC.
CONSULTING ENGINEERS
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19022602.00



2/28/2025
Expires 11/30/2025

GENERAL

These Special Provisions, together with applicable Standard Specifications, Rules and Regulations, Contract Requirements for Airport Improvement Projects, Payroll Requirements and Minimum Wage Rates which are hereto attached or which by reference are herein incorporated, cover the requirements of the State of Illinois, Department of Transportation, Division of Aeronautics for the construction of the subject project at the Waukegan National Airport, Waukegan, Illinois.

GOVERNING SPECIFICATIONS AND RULES AND REGULATIONS

The “**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 noted in these Special Provisions. In cases of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and shall govern.

Specifications may be obtained at <https://idot.illinois.gov/doing-business/procurements/engineering-architectural-professional-services/consultant-resources/standard-specifications.html>

Where referenced within the Special Provisions, the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction adopted January 1, 2022 shall apply.

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PART 1 – GENERAL CONTRACT PROVISIONS

SECTION 40 – SCOPE OF WORK

40-05 MAINTENANCE OF TRAFFIC

ADD:

h. To maintain airport operations and to facilitate the construction of the proposed work, the project has been divided into separate phases in accordance with Advisory Circular 150/5370-2G Operational Safety on Airports During Construction. References to Construction Safety and Phasing Plans (CSPP) in that document shall be interpreted to mean the phase limits, barricade locations, access points and notes shown on the construction activity plan sheets included in the as-bid contract documents. When “safety” is used or referred to in the contract documents and in the advisory circular(s) it shall be redefined by this contract as meaning “operational safety”. The Construction Operational Safety and Phasing Plan (CSPP) establishes the airport and project specific requirements, supplementing the requirements in the AC, that are to be included in the contractor’s bid for maintaining operational safety during construction.

i. The Construction Safety and Phasing Plan (CSPP) contained herein has been approved by both the Airport and the FAA. The contractor shall be required to divide the overall work into separate phases in substantial conformance with the CSPP shown in the plans, except as allowed by the contract documents and approved by the Division on behalf of the FAA. Durations specified for individual phases shall become requirements of the contract and shall be subject to liquidated damages.

j. The contractor’s activity on the airfield shall be limited to the limits of construction as identified on the construction activity plan drawings. Beyond the limits of construction, the contractor shall not have access to any part of the active airfield pavement with any equipment or personnel without the approval of Airport Management.

k. Maintenance of Airport Systems are critical to the operation of the Airport and the safety and/or security of the traveling public. Prior to beginning work the contractor shall investigate existing systems which may be located within the work area and locate all existing utilities. The contractor may seek assistance from the JULIE, Engineer, Resident Engineer, Airport and FAA with locating utilities but the final responsibility for all utility locates lies solely with the contractor. If the Contractor’s investigation reveals that a utility must be relocated to allow for the performance of the work in the plans, the contractor shall immediately notify the Resident Engineer and remain clear of the utility until resolution has been determined by the Division and the Airport. Any system, including but not limited to systems associated with security, air navigation, weather, airfield lighting damaged by the Contractor’s operations shall be immediately repaired to the satisfaction of the owner. No delay shall be taken in the repair of the damaged facility. The Contractor shall not be allowed to finish work for the day until the utility has been repaired.

l. The contractor shall provide his own radio capable of transmitting and receiving on the Unicom frequencies noted in the plans.

m. The Contractor shall provide and maintain construction entrance signage on all public use roads intended to be used by his operations as required by the Illinois Department of Transportation, or the jurisdictional agency of the road. The Contractor shall be responsible for coordinating all hauling and access on State, City, Township or County roads with the agency responsible for the roadway.

n. If it is found the fully loaded delivery trucks are excessively damaging the Airport or local roadway pavement, the Contractor shall limit the weight of the material being hauled onto the site. The Resident

Engineer shall determine what is considered excessive damage. No payments will be made for additional hauling that may be required due to load restrictions.

o. The Contractor shall be required to provide a 24-hour phone number for emergency barricades and barricade lighting maintenance.

40-09 SAFETY PLAN COMPLIANCE DOCUMENT (SPCD)

REVISE: The first sentence of the first paragraph to read:

10 days prior to the preconstruction conference, the Contractor shall submit a SPCD to the Airport describing how he will comply with the requirements of the FAA Advisory Circular plus the CSPP and supplying any details that could not be determined before contract award.

40-10 BARRICADES, WARNING SIGNS AND HAZARD MARKINGS.

ADD:

The Contractor shall furnish, erect, and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work. When used during periods of darkness, such barricades, warning signs and hazard markings shall be suitably illuminated. Unless otherwise specified, barricades, warning signs, and markings for hazards that are in the air operations area shall be a maximum of 18 inches high. Unless otherwise specified, barricades shall be spaced not more than 10 feet apart.

For vehicular and pedestrian traffic, the Contractor shall furnish, erect, and maintain barricades, warning signs, lights, and other traffic control devices in reasonable conformity with the Manual of Uniform Traffic Control Devices for Streets and Highways (published by the United States Government Printing Office).

Any cost for signage or traffic control shall be borne by the Contractor.

Barricades, as approved by the FAA, shall be provided per the details in the plan sheets. The barricades shall be lighted with steady burn omni-directional red lights supplemented with a 20" x 20" orange flag.

Barricades shall be placed as shown in the plans or as directed by the Resident Engineer or Airport.

The Contractor shall be responsible for supplying, maintaining and any moving of all barricades. Lights shall be maintained in proper working order. No separate payment will be made for supplying, maintaining and moving barricades but shall be considered incidental to the contract.

When the work requires closing an air operations area of the airport or portion of such area, the Contractor shall furnish, erect, and maintain temporary markings and associated lighting conforming to the requirements of FAA Advisory Circular 150/5340-1 (latest revision), Standards for Airport Markings.

The Contractor shall furnish, erect, and maintain markings and associated lighting of open trenches, excavations, temporary stockpiles, and his/her parked construction equipment that may be hazardous to the operation of emergency fire-rescue or maintenance vehicles on the airport in reasonable conformance to FAA Advisory Circular 150/5370-2 (latest revision), Operational Safety on Airports During Construction.

The Contractor shall identify each motorized vehicle or piece of construction equipment in reasonable conformance to FAA Advisory Circular 150/5370-2 (latest revision).

Mark and identify vehicles in accordance with AC 150/5210-5 (latest revision) Painting, Marking and Lighting of Vehicles Used on an Airport. When any vehicle is required to travel over any portion of the aircraft movement area (within the existing perimeter fence) and runway approach area, the vehicle shall be properly identified to operate in the area or provided with a flag on a staff attached to the vehicle so that the flag will be readily visible. The flag should be not less than 3-feet square consisting of a checkered pattern of international orange and white squares of not less than one foot on each side and displayed in full view above the vehicle. A flag or escort vehicle is not required for vehicles which have been painted, marked and lighted for routine use on aircraft movement areas. Any vehicle operating on the movement area during the hours of darkness should be equipped with an amber flashing dome-type light, in accordance with local and/or state codes.

The Contractor shall furnish and erect all barricades, warning signs, and markings for hazards prior to commencing work which requires such erection and shall maintain the barricades, warning signs, and markings for hazards until their dismantling is directed by the Resident Engineer.

Open-flame type lights shall not be permitted within the air operations areas of the airport.

SECTION 50 – CONTROL OF WORK

50-05 COOPERATION BETWEEN CONTRACTORS

REVISE: The first sentence of the second paragraph to read:

The contractor shall plan and conduct his/her work so as not to interfere or hinder the progress of work being performed by other contractors or Airport personnel.

50-06 CONSTRUCTION LAYOUT AND STAKES

DELETE: The first paragraph.

ADD: As the first paragraph:

The Contractor will be required to furnish and place construction layout stakes for this project. The establishment of survey control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor.

DELETE: The second paragraph.

ADD: As the second paragraph:

The Resident Engineer will locate and reference three (3) control points and will establish benchmarks along the line of the improvement outside construction limits. The Contractor shall locate and reference the centerline of survey, which shall also consist of locating and referencing control points such as point of curvature, points of tangent, and sufficient points on tangent to provide a line of sight. Control points set by the Resident Engineer shall be identified in the field to the Contractor, and the field notes shall be kept in the office of the Resident Engineer.

ADD:

Benchmarks will be established along the project outside of construction lines.

It is not the responsibility of the Resident Engineer to check the correctness of the Contractor's stakes or forms, except as provided herein; however, any errors that are apparent shall be immediately called to the Contractor's attention, and he shall be required to make the necessary correction before the stakes are used for construction purposes.

The Contractor shall immediately notify the Resident Engineer of conflicts or discrepancies with the established control points.

50-08 INSPECTION OF WORK

ADD:

The Contractor shall provide portable flood lighting for nighttime construction. Sufficient units shall be provided so that work areas are illuminated to a level of five horizontal foot candles. The lighting levels shall be calculated and measured in accordance with the current standards of the Illumination Engineering Society. Lights shall be positioned so as not to interfere with Airport operations.

50-10 LOAD RESTRICTIONS

ADD:

Access to the construction work area is limited to the haul routes as shown on the construction activity plan drawings. The use of existing airfield pavements by contractor construction traffic, including all haul trucks is prohibited unless previously approved by the Airport Management. Any damage to existing Airport pavement due to construction traffic operating beyond the approved work limits, hauling outside of the approved haul/access routes and construction traffic operating in prohibited areas shall be repaired by the Contractor at his own expense to the satisfaction of the owner.

Contractor's use of existing airfield and perimeter pavements by equipment and loaded trucks shall be minimized. The Contractor shall be responsible for damage to any airfield pavement or public road caused by his construction operations. **Any damage to existing airfield, landside and perimeter pavements shall be repaired by the Contractor at his own expense to the satisfaction of the Owner. The contractor shall obtain written permission from the Airport Owner to use any airfield pavements.**

The Contractor shall not be allowed to use FAA access roads at any time.

50-11 MAINTENANCE DURING CONSTRUCTION

ADD:

The contractor shall make provisions in the work to maintain positive drainage from the work areas and to minimize the ponding of water. In areas where the contractor is required to core out or remove pavements the contractor shall cut temporary ditches or swales to maintain positive drainage. At locations where temporary ditches are not feasible, the contractor shall excavate storm water storage areas adjacent to but at a lower elevation than the bottom of the work and utilize mechanical pumps to promptly remove storm water from the excavations. All existing pavement areas that are to remain open to aircraft traffic shall be kept clean to the satisfaction of Airport Manager and the Resident Engineer. At the request of the Resident Engineer or of the Airport, the Contractor shall provide a self-propelled, vacuum or regenerative (recirculating) air pavement sweeper, a pavement blower or tractor mounted "sweeper box". At a minimum, a pavement blower shall be kept on site at all times.

Material tracked onto public streets shall be removed continuously during the work.

No material capable of being blown onto airfield pavement will be allowed to be stored uncovered anywhere within the fence line, at any time during construction.

50-14 FINAL ACCEPTANCE

DELETE: The first sentence of the first paragraph.

ADD: As the first sentence of the first paragraph.

Upon due notice to the Resident Engineer from 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.

50-16 PLANS AND WORK DRAWINGS

REVISE: The second sentence of the eleventh (11th) paragraph to read as follows:

Such review will not relieve the Contractor of the responsibility for complying with the contract document requirements or for any error that may exist in the submittal. The Contractor is responsible for the dimensions and designs of adequate connections, detail and satisfactory construction of all work.

REVISE: The 15th paragraph to read:

Shop drawing submittals that do not include the information below will be rejected and returned to the Contractor. Information to be included on shop drawing submittals shall conform to the following:

| | |
|--------------------------|--|
| PROJECT LOCATION: | Waukegan National Airport |
| PROJECT TITLE: | Construct Perimeter Fence – Phase 5 |
| PROJECT NUMBERS: | Illinois Project No.: UGN-4848 AIP Project No.: 3-17-SBGP-TBD |
| CONTRACT ITEM: | (i.e. AR603510 Bituminous Tack Coat) |
| SPECIFICATION: | Section in the Specifications (i.e. 603-2.1 Asphalt Materials) |
| SUBMITTED BY: | (Contractor/Subcontractor Name) |
| DATE: | (Date of Submittal) |

ADD: To the end of the 18th paragraph:

d. "Rejected": Submittal shall not be used at the project site.

SECTION 60 – CONTROL OF MATERIALS

60-01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS

REVISE: The third paragraph to read:

As a minimum, the Contractor shall provide, prior to delivery, statements (shipment tickets, source, certificate of analysis (COA), sample, etc.) as required by the current Illinois Department of Transportation, Bureau of Airport Engineering Manual for Documentation of Airport Materials or as requested by the Engineer of Airport Construction and Materials.

REVISE: The eleventh paragraph to read:

The Contractor shall furnish airport lighting equipment that meets the requirements of the specifications; and is listed in the current Federal Aviation Administration Advisory Circular (AC) 150/5345-53, Airport Lighting Equipment Certification Program and Addendum, that is in effect on the date of advertisement; and meets “Buy America” requirements.

60-03 CERTIFICATION OF COMPLIANCE/ANALYSIS (COC/COA)

ADD: After the sixth (6th) paragraph:

The Contractor shall certify all materials contained in the contract. Certification and documentation shall be submitted to the Resident Engineer and Project Engineer. It shall be the sole responsibility of the Contractor to ensure the delivery of adequate and accurate documentation prior to the delivery of materials. Materials incorporated into this project without approved certification and documentation will not be recommended for payment by the Resident Engineer. It shall be the sole responsibility of the Contractor to provide certification that ALL materials to be used on the project meet the “Buy American” requirements.

The certification shall be submitted as part of the shop drawing submittal.

SECTION 70 – LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

70-08 PUBLIC CONVENIENCE AND SAFETY

ADD: at end of the Section:

The contractor shall provide, install, and maintain any warning signs (trucks entering highway, etc.) as required by the County Division of Transportation and the City of Waukegan/Village of Beach Park and/or the responsible agency that maintains the roadway. The cost to the warning signage as required by the agency responsible for the roadway for the duration of the contract shall be at no additional cost to the contract.

70-16 CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS

REVISE: The second paragraph as follows:

“ . . . , the approximate locations and owners have been indicated on the plans.”

ADD: After the eight (8th) paragraph:

WAUKEGAN NATIONAL AIRPORT

| <u>Utility Service or Facility</u> | <u>Contact (Person)</u> | <u>Contact (Phone)</u> |
|---|--|-------------------------------|
| AT&T – Telephone Cables | J.U.L.I.E. (Joint Utility Locating Information for Excavators) | 1-800-892-0123 |
| ComEd - Electric Cables | J.U.L.I.E. (Joint Utility Locating Information for Excavators) | 1-800-892-0123 |
| Northshore - Gas Lines | J.U.L.I.E. (Joint Utility Locating Information for Excavators) | 1-800-892-0123 |
| Comcast - Communication | J.U.L.I.E. (Joint Utility Locating Information for Excavators) | 1-800-892-0123 |
| FAA Control and Communication Cables | FAA Sector Office | 1-630-587-7803 |

REPLACE: paragraph eleven (11) with;

If, in the Contractor's opinion, additional assistance is needed to locate the utility service or facility, the contractor shall enlist the assistance of a qualified technician or professional utility location firm to accurately locate underground utilities or facilities prior to excavation. Prior to commencing this detailed location work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such owner of his/her plan of operation and request the presence of a representative of the owner to observe the work. Such notification shall be given by the most expeditious means to reach the utility owner's PERSON TO CONTACT no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the Engineer.

Only after the investigation has been made should the contractor begin excavation operations. Upon beginning these operations, the contractor shall use extreme caution in the methods utilized. The contractor shall utilize exploratory trenching or small tool excavation practices when beginning

operations in critical areas to verify that the utilities are clear of the area of interest or to verify the location and depth of these facilities.

Any utility damaged by the Contractor shall be repaired by the Contractor to the satisfaction of the Owner and shall be at the cost of the Contractor. In the event that an existing utility is damaged during construction, all other work on the project shall be suspended until the utility is repaired. No additional time will be awarded to the Contractor for delays in the project due to damaged utilities. It is a high priority to the airport that all existing Airport utilities, unless otherwise noted in the plans, remain in good working condition throughout the duration of the project.

Special care shall be taken on all operations and particularly near pavement edges to avoid damage to edge lights and all underground electrical cable on the airport. The approximate location of existing underground cable is shown on drawings. Any airfield lights or cable that are broken and require replacement because of the Contractor's operations will be replaced by the Contractor at his/her own expense.

Any airfield cable repairs or replacement to any part of the electrical system made necessary by the Contractor's operations will be made by him/her in the manner specified in Sections 108 and 125 at no cost to the Airport. Cost of replacement to be borne by the Contractor shall include any expense incurred in locating as well as repairing or replacing damaged parts of the system by the owning agency.

70-25 CONTRACTOR'S RESPONSIBILITY FOR SAFETY DURING CONSTRUCTION

ADD:

- e. Review the requirements in AC 150/5370-2 (current edition) and comply with items listed as contractor's responsibility.
- f. Implement a CSPP and SPCD as required in AC 150/5370-2 (current edition) and ensure that construction personnel are familiar with operational safety procedures and regulations on the Airport.
- g. Provide a 24-hour point of contact that will coordinate an immediate response to correct any construction-related activity that may adversely affect the operational safety of the Airport.
- h. Provide a safety officer/construction inspector(s) trained in airport safety to maintain the CSPP and SPCD and to monitor all construction activities.
- i. Restrict movement of construction vehicles to construction areas as flagging and barricading, erecting temporary fencing, or providing escorts, as appropriate.
- j. Ensure that no construction employees, employees of subcontractors or suppliers, or other persons enter any part of the aircraft operations area from construction site unless authorized.

SECTION 80 – PROSECUTION AND PROGRESS

80-04 LIMITATION OF OPERATIONS

ADD: After the fourth (4th) paragraph:

A minimum distance shall be maintained between construction operations and the centerline of all active taxiways, taxilanes and runways as noted on the Construction Safety and Phasing Plan. It is intended to plan, conduct, and complete the work in these critical traffic areas in such a manner that the length and amount of interruption to aircraft traffic at the Airport is minimized.

The Contractor shall comply with Federal Aviation Regulations and with all rules and regulations of the Airport, including, but not limited to, control and access to the airfield by Contractor's, employees, and agents. In the event the Authority is assessed a fine by the FAA for breach of security resulting from actions of Contractor's employees and agents, the Contractor shall fully reimburse the Authority for the amount of such fine in the form of additional rents.

Work within a Runway Safety Area (RSA), Runway Obstacle Free Zone (ROFZ), and Taxiway Object Free Area (TOFA) will require closure of the Runway or Taxiway as shown in the Construction Safety and Phasing Plan. Runway closure markers shall be placed prior to initiating work. The Contractor shall place barricades at all locations shown on the plans. Any cable or unit duct protruding from the ground shall be secured flat using sandbags or other methods approved by the Resident Engineer.

80-08 DETERMINATION AND EXTENSION OF CONTRACT TIME

ADD: After the fourth paragraph:

The Engineer will make charges against Contract Time after the presumptive completion of the entire project as provided for in Section 50-16, Final Inspection.

ADD: After the last paragraph of this section:

For this project, the following number of calendar days available for work per month has been assumed to be:

| <u>Month</u> | <u>Workable Calendar Days</u> |
|--------------|-------------------------------|
| January | 0 |
| February | 0 |
| March | 0 |
| April | 0 |
| May | 15 |
| June | 17 |
| July | 17 |
| August | 17 |
| September | 16 |
| October | 16 |
| November | 14 |
| December | 0 |

For an extension of contract time due to inclement weather to be considered, the actual total number of calendar days available for work on controlling items must be less than the total number of workable calendar days assumed for the duration of the contract.

Requests for extension of contract time on calendar day projects caused by inclement weather, shall, as a minimum, be supported with National Weather Bureau data and project diaries. Requests for extension of contract time due to inclement weather will not be considered until after final acceptance.

As part of the request for contract time extension review, consideration may be given to how timely the Contractor prosecuted the work up to the point of the delays and the efforts by the Contractor to get back on schedule including the addition of labor or equipment and the extension of work hours and workdays.

No allowance will be made for anticipated profits.

80-14 CONTRACTOR'S ACCESS TO AIRFIELD

The Contractor shall not have access to any part of the active airfield pavements (runways, aprons, or taxiways, and associated safety areas) for any equipment or personnel without the approval of the Airport Manager. All access to active runway and taxiway pavements shall be coordinated with the Airport Manager. *Access to the referenced pavements without the Airport Manager's approval may result in a determination of an airfield incursion with associated fines.*

The location of an area for parking by the Contractor's employees shall be as shown on the plans or as agreed to by the Airport.

Use of personal vehicles beyond the airport perimeter fence line will not be allowed.

When not in use, the Contractor's vehicles and equipment shall park in the location shown on the plans or in an area outside the Runway Safety Areas (RSAs), Runway Object Free Zones (ROFZs), and Object Free Area (OFAs). The Contractor's vehicles and equipment shall not be parked on a closed taxiway or runway. Parking equipment shall not obstruct any runway visual aids, signs or navigational aids or penetrate Part 77 surfaces.

80-15 SECURITY DURING CONSTRUCTION

As a minimum, the Contractor shall be responsible for security during construction as follows:

1. Visibly delineate his construction zone by placing a line of barricades or flagging around the entire work zone.
2. Keep construction personnel inside the work area delineated by barricades.
3. Ensure that construction personnel are familiar with security procedures and regulations on the Airport.
4. Restrict movement of construction vehicles to construction areas as flagging and barricading, erecting temporary fencing, or providing escorts, as appropriate or as shown in plans.
5. The Contractor shall be required to maintain security on the Airport as specified or as directed by the Airport.
6. The Contractor shall provide a complete list of personnel that will be employed while on site and update the list as needed. The contractor shall limit access to the AOA. The Contractor shall be responsible for monitoring the access gate during work hours. If the Contractor chooses to leave the gate open, then he shall monitor the gate to prevent unauthorized entries. Unattended construction access and unauthorized access to the airfield shall be fined in accordance with the fines noted in the plans in the construction phasing notes.
7. The contractor shall provide his own padlock to secure the gate used for access.

PART 2 – GENERAL CONSTRUCTION ITEMS

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

MATERIALS

102-2.2 MULCHES

ADD:

Temporary mulch shall be light-duty hydraulic mulch.

102-2.5 SILT FENCE

Revise the Section to the following:

Silt fence shall consist of a continuous barrier. The barrier shall be constructed with one of the following:

- A. SILT FILTER FENCE. This fence shall either be a prefabricated silt fence or fabricated onsite meeting the dimensional requirements and details shown in the plans. The fabric for silt filter fence shall be a woven fabric meeting the requirements of AASHTO M 288 for unsupported silt fence with less than 50 percent geotextile elongation.
- B. ROLLED EXCELSIOR. Rolled excelsior shall consist of an excelsior fiber filling totally encased inside netting and sealed with metal clips or knotted at the ends. The fiber density shall be a minimum of 1.24 lb/cu ft based on a moisture content of 22 percent at manufacturing. The netting shall be composed of a polyester or polypropylene material which retains 70 percent of its strength after 500 hours of exposure to sunlight. The maximum opening of the net shall be 1 x 1 in.
- C. URETHANE FOAM/GEOTEXTILE. Urethane foam/geotextile shall be triangular shaped having a minimum eight of 10 in in the center with equal sides and a minimum 20 in. base. The triangular shaped inner material shall be a low density urethane foam. The outer cover shall be a woven geotextile fabric placed around the inner material and allowed to extend beyond both sides of the triangle a minimum of 18 in.

(1) The geotextile shall meet the following properties:

| <u>Property</u> | <u>Value</u> | <u>Test Method</u> |
|-------------------------------|--------------|--------------------|
| Grab Tensile Strength lb | 124 min. | ASTM D 4632 |
| Grab Elongation @ break (%) | 15 min. | ASTM D 4632 |
| Burst Strength psi | 280 min. | ASTM D3786 |
| AOS (Sieve No.) | 30 min. | ASTM D 4751 |
| UV Resistance (500 Hours) (%) | 80 min. | ASTM D 4355 |

(2) The urethane foam shall meet the following properties:

| <u>Property</u> | <u>Value</u> | <u>Test Method</u> |
|-------------------|--------------|--------------------|
| Density, lb/cu ft | 0.9 – 1.1 | ASTM D 3574 |

| | | |
|-------------------------|----------|-------------|
| Tensile Strength, psi | 10 min. | ASTM D 3574 |
| Elongation, % | 125 min. | ASTM D 3574 |
| Tear resistance, lb/in. | 1.25. | ASTM D 3574 |

102-2.13 EXCELSIOR BLANKETS

- (a) Excelsior Blanket. Excelsior blanket shall consist of a machine produced mat of wood excelsior of 80 percent, 6 in. (150 mm) or longer fiber length. The wood from which the excelsior blanket is cut shall be properly cured to achieve adequately curled and barbed fibers.

The blanket shall be of consistent thickness, with the fiber evenly distributed over the entire area of the blanket. The excelsior blanket shall be covered on the top side with a 90-day biodegradable extruded plastic mesh netting having an approximate minimum opening of 5/8 x 5/8 in. (16 x 16 mm) to an approximate maximum opening of 2 x 1 in. (50 x 25 mm). The netting shall be substantially adhered to the excelsior blanket by a knitting process using biodegradable thread or by an applied degradable adhesive. The netting shall also be entwined with the excelsior blanket for maximum strength and ease of handling.

The excelsior blanket shall also be according to the following:

| <u>Parameter</u> | <u>Value</u> |
|------------------|-------------------------------------|
| Minimum Width | 24 ± 1 in. (600 ± 25 mm) |
| Weight (Mass) | 0.63 lb/sq yd (0.34 kg/sq m) ± 10 % |

The excelsior blanket shall be smolder resistant and shall withstand the following test. The excelsior blanket specimen shall not flame or smolder for more than a distance of 12 in. (300 mm) from a spot where a lighted cigarette is placed on the surface of the blanket.

The manufacturer shall furnish a certification with each shipment of excelsior blanket stating the number of rolls furnished and that the material complies with these requirements.

- (b) Wire Staples are not allowed for use on the project.
- (c) Wood Stakes. Hardwood blanket anchors shall be approximately 7 in. (180 mm) long from neck of hook to tip of anchor. The wood shall not break during installation. The anchor shall have a 1/2 in. (13 mm) curving hook to hold the blanket in place.

CONSTRUCTION METHODS

102-3.7 TEMPORARY EROSION CONTROL

ADD:

- b. Inlet and Pipe Protection.** Inlet filter sediment traps shall be placed in all proposed and existing inlets and catch basins as shown on the plans or as directed by the Resident Engineer

ADD:

- f. Erosion Control Blanket.** Erosion control blanket may be placed using either excelsior blanket or knitted straw blanket. Within 24 hours of seed placement, blanket shall be placed on the areas specified. Prior to placing the blanket, the areas to be covered shall be relatively free of rocks or clods over 1 1/2 in. (40 mm) in diameter, and sticks or other foreign material which will prevent the close contact of the blanket with the seed bed. If, as a result of rain, the prepared seed bed

becomes crusted or eroded, or if eroded places, ruts, or depressions exist for any reason, the Contractor shall rework the soil until it is smooth and reseed such areas which are reworked.

After the area has been properly shaped, fertilized, and seeded, the blanket shall be laid out flat, evenly, and smoothly, without stretching the material. The excelsior and knitted straw blankets shall be placed so that the netting is on the top and the fibers are in contact with the soil. The heavy-duty blankets shall be placed so that the heavy duty extruded plastic mesh is on the bottom.

For placement in ditches, the erosion control blanket shall be applied parallel to the centerline of the ditch so that there are no longitudinal seams within 2 ft (600 mm) of the bottom centerline of the ditch. The blanket shall be toed in on the upslope edge and shingled or overlapped with the flow.

On slopes, the blanket shall be applied either horizontally or vertically to the contour, toed in on the upslope edge, and shingled or overlapped with the flow.

When placed adjacent to pavements, blankets shall be toed in along the edge of shoulder.

Anchoring the blankets shall be according to the manufacturer's specifications.

102-3.11

ADD:

In the event that temporary erosion and pollution control measures are ordered by the Engineer due to the Contractor's negligence or carelessness, the work shall be performed by the Contractor at no additional cost to the Owner.

METHOD OF MEASUREMENT

102-4.1

REVISE: This section to read:

The quantity of temporary seeding and mulch shall be measured for payment by the number of acres as specified, completed and accepted by the Resident Engineer.

102-4.2

DELETE: This section.

102-4.3

DELETE: This section.

102-4.4

DELETE: This section.

102-4.6

DELETE: This section.

102-4.7

DELETE: This section

102-4.9

DELETE: This section

102-4.10

DELETE: This section

102-4.12

ADD:

Erosion Control Blanket to be paid for shall be the number of square yards measured in place and accepted by the Resident Engineer.

102-4.13

ADD:

The Concrete Washout shall not be measured for payment but shall be considered incidental to the project.

BASIS OF PAYMENT

102-5.1

REVISE: This section to read:

Payment will be made at the contract unit price per square yard for Erosion Control Blanket. This price shall be full compensation for furnishing all materials for all preparation and installation of these materials, including excavation, placement, tie-down stakes, staples, maintenance, and removal and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made at the contract unit price per each for Inlet Protection. This price shall be full compensation for furnishing all materials for all preparation and installation of these materials, including excavation, placement, tie-down stakes, staples, maintenance, and removal and for all labor, equipment, tools, and incidentals necessary to complete this item.

The temporary seed pay item shall be used and paid for if a winter shutdown or extended shutdown period (3 months or more) is necessary to complete the project.

If required, temporary mulching shall be measured for payment and paid for as temporary seeding.

Payment will be made under:

BASE BID:

| | | |
|----------------------|--------------------------------|------------------------|
| ITEM AR156510 | SILT FENCE | PER FOOT |
| ITEM AR156520 | INLET PROTECTION | PER EACH |
| ITEM AR156530 | TEMPORARY SEEDING | PER ACRE |
| ITEM AR156531 | EROSION CONTROL BLANKET | PER SQUARE YARD |

ADDITIVE ALTERNATE NO.1:

| | | |
|----------------------|--------------------------|-----------------|
| ITEM AS156530 | TEMPORARY SEEDING | PER ACRE |
|----------------------|--------------------------|-----------------|

ITEM 105 – MOBILIZATION

BASIS OF PAYMENT

105-3.1

ADD;:

Payment will be made under:

ITEM AR150520 MOBILIZATION

PER LUMP SUM

PART 3 – SITEWORK

ITEM 151 – CLEARING AND GRUBBING

CONSTRUCTION METHODS

151-2.1 GENERAL

REVISE Paragraph 1 to read:

The areas to be cleared and grubbed under this item shall be staked on the ground by the Contractor and approved by the Resident Engineer prior to beginning work. The clearing and grubbing shall be done at a satisfactory distance in advance of the grading operations. Unless otherwise specified, no cutting or trimming of trees shall occur between April 1 and September 30, both days inclusive, due to potential impact to the Indiana Bat and Northern Long-Eared Bat, which is protected by the Endangered Species Act of 1973. If otherwise specified, the Contractor shall verify that the required permits have been obtained prior to the commencement of tree cutting or trimming operations.

ADD:

Clearing and grubbing of trees, when so designated, shall consist of the cutting and removal of isolated single trees, stumps or isolated groups of trees. The cutting of all the trees of this classification shall be in accordance with the requirements for the particular area being cleared, or as shown on the plans, or as directed by the Engineer.

151-2.2 DISPOSAL

ADD:

Burning of cleared trees and other materials shall not be allowed on Airport property.

151-2.4 CLEARING

REVISE Paragraph 1 to read:

The Contractor shall clear the staked or indicated area of all objectionable materials. Trees unavoidably falling outside the specified limits must be cut up, removed, and disposed of in satisfactory manner. In order to minimize damage to trees that are to be left standing, trees shall be felled toward the center of area being cleared. The Contractor shall preserve and protect from injury all trees not to be removed. The trees, stumps, and brush shall be cut flush with the original ground surface to accommodate temporary crossing mat requirements. The grubbing of stumps and roots will not be required. Heavy equipment, which can damage the ground surface which leaves ruts larger than 3-inches shall not be used in clearing operations.

151-2.5 CLEARING AND GRUBBING

REVISE 1st Sentence of Paragraph 1 to read:

In areas proposed by the Contractor and approved by the Resident Engineer to be cleared and grubbed, all stumps, roots, buried logs, brush and other unsatisfactory materials shall be removed.

ADD:

Subgrade materials required to fill holes and level areas at the completion of clearing and grubbing shall be provided by the Contractor at no additional cost to the contract. These materials shall be compacted in a manner acceptable to the Resident Engineer.

METHOD OF MEASUREMENT

151-3.1

ADD:

Isolated bushes and trees having a butt diameter of 6-inches or less, measured at a point 4.5 feet above the ground level at the tree, will be considered a sapling and will not be measured for payment. Clearing of the saplings and isolated bushes will be incidental to the contract.

BASIS OF PAYMENT

151-4.1

ADD:

Payment shall be made at the contract unit price for clearing and grubbing of isolated trees. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

ADD:

Payment will be made under:

BASE BID:

| | | |
|----------------------|---|-----------------|
| ITEM AR151420 | CLEARING TREES 0-2.5' BUTT. DIA. | PER EACH |
| ITEM AR151450 | CLEARING AND GRUBBING | PER ACRE |

ADDITIVE ALTERNATE NO.1:

| | | |
|----------------------|------------------------------|-----------------|
| ITEM AS151450 | CLEARING AND GRUBBING | PER ACRE |
|----------------------|------------------------------|-----------------|

PART 9 - MISCELLANEOUS

ITEM 610 – CONCRETE FOR MISCELLANEOUS PAVEMENTS

DESCRIPTION

610-1.1

ADD:

This item shall consist of furnishing and installing structural concrete for fence and gate post foundations, wildlife deterrent pad, or for any other item requiring concrete shown in the plans.

METHOD OF MEASUREMENT

610-5.1

ADD:

Excavation required for the installation of the fence, gate post foundations, curb and gutter, light pole foundations, wildlife deterrent pad or any other incidental concrete construction shall not be measured for payment but shall be considered incidental to the associated pay items. Excess materials shall be disposed of in accordance with ITEM 152 at no additional cost to the contract. Backfilling along edges of exposed concrete shall be considered incidental.

BASIS OF PAYMENT

610-6.1

ADD:

No direct payment shall be made for excavation required for the placement of any Structural PC Concrete, be it excavation for fence and gate post foundations, or any other incidental concrete installation. Excavation and subgrade preparation shall be considered incidental to the contract unit prices for the respective pay items requiring excavation.

No direct payment shall be made for steel reinforcement or for joint sawing and sealing. Steel reinforcement shall be considered incidental to the associated pay items.

Structural PC concrete used for any other purpose on this project shall not be paid for, but shall be considered incidental to the associated pay items.

PART 10 – FENCING

ITEM 161 – WIRE FENCE WITH STEEL POSTS (CLASS C AND D FENCE)

CONSTRUCTION METHODS

161-3.10 FENCE AND GATE REMOVAL

REPLACE section with:

This work shall consist of the removal and disposal of the existing Class C perimeter fence. The fence shall be completely removed including fabric, posts, top rail, miscellaneous fittings and hardware, barbed wire, tension wire and concrete foundations.

The removed material shall become the property of the Airport, except the contractor shall remove all concrete posts foundations and dispose of the foundations off of Airport property at no additional costs to the contract. The materials shall be delivered, by the Contractor, to a location specified by Airport at no additional costs to the contract.

The fence posts in turf shall be pulled, including foundations, and not cut off.

All holes shall be filled and compacted with material generated as a part of the holes for the new fence post excavation. At the Contractor's option, offsite borrow material may be supplied at no additional cost to the contract. Areas disturbed in the removal process shall be graded to original conditions, seeded and mulched at no additional cost to the contract.

The fence removal shall include removal of all gates present in the fence line. Payment for removal of the gates shall be measured by the unit removed for each gate.

All gates shall be removed and turned over to the Airport at a location on Airport property at no additional cost to the contract.

Removal of the existing fence includes removal of all fence posts. No distinction of post diameter will be made for payment purposes. The Contractor shall examine the site prior to submitting a proposal.

161-3.13 CONTRACTOR'S RESPONSIBILITY FOR UTILITY LOCATING

The location of known underground utilities is presented on the plans.

It shall be the Contractor's responsibility to determine the actual location of all utilities, including service connections to underground utilities. Prior to construction, the Contractor shall contact JULIE, FAA and Airport Maintenance. Prior to construction, the Contractor shall notify all utility companies of his operational plans. The Contractor shall make arrangements for detailed information and assistance in locating utilities. In the event an unexpected utility interference is encountered during construction, the Contractor shall immediately notify the utility company, the Owner and the Resident Engineer. Any such mains and/or services disturbed by the Contractor's operations shall be restored immediately at his expense to the satisfaction of the Owner and the Engineer.

The Contractor shall be responsible for keeping the owner advised of this plan of operations. Prior to commencing work in the general vicinity of an existing utility service or facility, the Contractor shall notify the owner of his plan of operation.

BASIS OF PAYMENT

161-5.3

ADD:

No distinction will be made between heights of removed fence for payment purposes.

Payment will be made under:

BASE BID:

| | | |
|----------------------|-----------------------------|-----------------|
| ITEM AR161900 | REMOVE CLASS C FENCE | PER FOOT |
|----------------------|-----------------------------|-----------------|

ADDITIVE ALTERNATE NO.1:

| | | |
|----------------------|-----------------------------|-----------------|
| ITEM AS161900 | REMOVE CLASS C FENCE | PER FOOT |
|----------------------|-----------------------------|-----------------|

ITEM 162 – CHAIN-LINK FENCE

DESCRIPTION

162-1.1

ADD:

Install new 10-foot chain link fence with 3-strands of barbed wire and 2-foot of buried fabric at the locations noted in the plans.

Existing 8-foot and 6-foot fencing materials shall **not** be incorporated into the new installation.

Remove existing electric gate operators and associated equipment as shown on the plans.

Install temporary fencing for wetland and tree protection.

MATERIALS

162-2.3 POSTS, RAILS, AND BRACES

DELETE Section and REPLACE with the following:

Metal posts, rail, braces, and gate frames shall be the shape and dimension as shown on the plans and shall meet the bending strength and dimension tolerance of AASHTO M 181.

Steel pipe, Type A shall meet ASTM F1083 schedule 40 pipe, high strength, hot-dip zinc-coated after fabrication with 1.8 ounces of zinc per square foot of coated surface area.

Line post shall be 2.875" OD and 5.80 lbs/ft.

Terminal, corner and pull posts shall be 3.5" OD and 7.58 lbs/ft.

Brace rails shall be 1.66" OD and 2.27 lbs/ft.

Intermediate rails, when required, shall be 1.66" OD and 2.27 lbs/ft

Gate posts shall be 4.0" OD and 9.12 lbs/ft

Steel pipe, Type B shall meet ASTM F1043 pipe Group IC, having a Type B external hot-dip zinc-coated with 0.9 ounces of zinc per square foot with a clear organic overcoat. Interior coating to be Type B hot-dip zinc-coating 0.9 ounces per square foot or Type D 81% zinc pigmented coating, minimum thickness of 0.3 mils be hot-dipped galvanized conforming to the requirements of ASTM F 1083.

Line post shall be 2.875" OD and 4.64 lbs/ft.

Terminal, corner and pull posts shall be 3.5" OD and 5.71 lbs/ft.

Brace rails shall be 1.66" OD and 1.84 lbs/ft.

Intermediate rails, when required, shall be 1.66" OD and 1.84 lbs/ft

Gate posts shall be 4.0" OD and 6.56 lbs/ft

162-2.4 GATES

ADD:

Slide Gates:

Two (2) Slide gates shall be fabricated for use as an electric gate at the locations as shown on the plans. Payment for these two (2) gates shall be as a manual slide gate and a separate pay item for electric gate operator. The other slide gates shall be manual slide gates.

Gates shall be sliding type, complete with latches, stops, keepers, hinges, rollers and roller tracks, and three strands of barbed wire above the fabric. Gate posts shall consist of galvanized steel pipe of the size recommended by the gate manufacturer. The fabric shall be of the same type material as used in the fence. The gates shall be to the dimensions as shown on the plans.

Cantilever slide gates shall be constructed so as to extend across the opening specified. The height of the gates shall be identical to the fence adjacent to the gate. Gates shall be as manufactured by Tymetal Corporation, Elite Fence, or approved equal. The sag and deflection of the slide gates shall not exceed the values presented in ASTM F 1184, Type II, Class 2.

The gate shall be fabricated from aluminum alloy extrusions. The gate frame shall be reinforced or post-tensioned with galvanized tubular steel running through the full length of the top and bottom primary members. The primary members shall be oversized rectangular members, top member nominally 3" by 5", bottom member nominally 2" by 5". Vertical members at the ends of the frame and at 2' centers, end to end, shall be square, not less than 1" by 1". Spacing of vertical members shall be no greater than half the height of the gate frame. Diagonal bracing shall be installed to further stabilize the gate frame. Gate frames shall be modular sections.

The gate frame shall have a separate semi-enclosed top track of extruded aluminum alloy, which becomes an integral part of, and forms a composite structure with, the top of the gate frame. This gate frame shall be supported by two self-aligning, 4-wheel, sealed lubricant, ball bearing truck assemblies riding in the semi-enclosed track. The bottom of the support posts shall be equipped with two pairs of rubber guide wheels.

The slide gates shall be equipped with a standard latch assembly consisting of post mount catcher and a frame-mounted yoke. A mating eyelet on the catcher yoke and the frame yoke intended for a padlock to secure the gate shall be included.

The rear of the gate shall be supported in the open position.

The electric gate operator shall be high speed with minimum of 2ft/sec travel speed in both directions. Gate operator shall operate on voltage as specified on plans.

162-2.12 SIGNS

ADD:

Signs attached to the existing fence and existing gates shall be removed and reinstalled, except gate Identification signs, Warning signs and Restricted Area signs, which shall be furnished new per the plan details.

162-2.13 STEEL REINFORCEMENT

ADD:

The steel reinforcement for the wildlife deterrent barrier pad shall conform to the specifications of Section 610.

162-2.12 TEMPORARY FENCING

ADD:

The temporary construction fencing shall be a minimum of 4-foot tall snow fence or "International Orange", in color, polyethylene fence. Fence posts shall be either standard steel or wood posts with a minimum cross-sectional area of 3.0 square inches.

CONSTRUCTION METHODS

162-3.7 GENERAL

DELETE the first paragraph and REPLACE with the following:

The fence shall be constructed in accordance with the details on the plans and as specified herein using new materials, and all work shall be performed in a workmanlike manner satisfactory to the Engineer. Prior to the beginning of the work the Contractor shall locate the position of the work by establishing and marking the property line or fence line. The Contractor may request of the Engineer a copy of the Airport's property boundary map. The Contractor shall span the opening below small natural or drainage ditches as detailed on the plans. The new fence shall be permanently tied to the terminals of existing fences. The finished fence shall be plumb, taut, true to line and ground contour, and complete in every detail. When directed, the Contractor shall be required to stake down the chain-link fence at several points between posts.

162-3.2 CLEARING FENCE LINE

ADD:

The area to be cleared and grubbed shall be delineated by the Contractor and approved by the Resident Engineer prior to commencing the work, in accordance with Item 151, Clearing and Grubbing.

162-3.3 INSTALLING POSTS

REVISE the first paragraph to the following:

All posts shall be spaced not more than 10 feet apart as shown on the plans. Terminal (end, corner, pull, and brace), line, and gate posts holes shall be augured a minimum of 70 inches below ground level. Posts shall be set in 46 inches concrete bases as shown on the plans. The remaining 24 inches above the concrete bases shall be backfilled slightly above the ground and sloped to drain

All posts shall be set to a minimum depth as noted on the construction plans.

162-3.6 INSTALLING FABRIC

ADD:

At terminal (end, corner, and pull) and gate posts the fabric shall be fastened with stretcher bars and bands. The stretcher bar and bands shall extend below the existing ground to secure the 2 feet of buried fence to the post.

All trenches that are constructed to allow the fabric installation 2 feet below the existing ground shall be backfilled and compacted to the Resident Engineer's satisfaction.

When utilities are encountered by the buried fabric, the dog house cut in the fabric shall be made to allow installation around the utility.

At locations of small natural swales or drainage ditches and where it is not practical to have the fence conform to the general contour of the ground surface, longer posts may be used and additional fence fabric as detailed on the construction plans.

The fastenings shall **not** be spaced more than 14 inches on centers for line posts.

162-3.7 INSTALLING GATES

ADD:

The Contractor shall install the proposed gates at the locations shown in the plans or as required by the Airport. Gates shall be installed to conform to manufacturer's recommendations and the details shown in the plans.

Gate installation shall include erection of the posts, fence, gate and warning and identifications signs required to provide a complete operating installation satisfactory to the owner. Signs on the existing gates other than gate identification and warning signs shall be removed from the existing gate and reinstalled on the new gate.

162-3.8 EXISTING FENCE CONNECTIONS

ADD:

Where new fence and existing fence meet, a new terminal or end post shall be installed and the new and existing fence shall be connected to the new corner post. A brace shall be required in both the new and existing fence. Connections between new and existing fence shall be considered incidental to the contract.

162-3.10 FENCE AND GATE REMOVAL

ADD:

This work shall consist of the removal and disposal of the existing 6-foot and 8-foot and Class E airport security perimeter fence. The fence shall be completely removed including fabric, posts, top rail, miscellaneous fittings and hardware, barbed wire, tension wire and concrete foundations.

The removed material shall become the property of the Airport, except the contractor shall remove all concrete posts foundations and dispose of the foundations off of Airport property at no additional costs to the contract. The materials shall be delivered, by the Contractor, to a location specified by Airport at no additional costs to the contract.

The fence posts in turf shall be pulled, including foundations, and not cut off.

All holes shall be filled and compacted with material generated as a part of the holes for the new fence post excavation. At the Contractor's option, offsite borrow material may be supplied at no additional cost to the contract.

The fence removal shall include removal of all gates present in the fence line. Payment for removal of the gates shall be measured by the unit removed for each gate.

All gates shall be removed and turned over to the Airport at a location on Airport property at no additional cost to the contract.

Removal of the existing chain link fence includes removal of all fence posts. No distinction of post diameter will be made for payment purposes. The Contractor shall examine the site prior to submitting a proposal.

162-3.13 BARBED WIRE

Three strands of barbed wire shall be installed above all fence and gates and shall be secured to the posts.

162-3.14 CONTRACTOR'S RESPONSIBILITY FOR UTILITY LOCATING

The location of known underground utilities is presented on the plans.

It shall be the Contractor's responsibility to determine the actual location of all utilities, including service connections to underground utilities. Prior to construction, the Contractor shall contact JULIE, FAA and Airport Maintenance. Prior to construction, the Contractor shall notify all utility companies of his operational plans. The Contractor shall make arrangements for detailed information and assistance in locating utilities. In the event an unexpected utility interference is encountered during construction, the Contractor shall immediately notify the utility company, the Owner and the Resident Engineer. Any such mains and/or services disturbed by the Contractor's operations shall be restored immediately at his expense to the satisfaction of the Owner and the Engineer.

The Contractor shall be responsible for keeping the owner advised of this plan of operations. Prior to commencing work in the general vicinity of an existing utility service or facility, the Contractor shall notify the owner of his plan of operation.

162-3.15 WILDLIFE DETERRENT BARRIER PAD

ADD:

Gate concrete pads shall be installed at each gate or as shown on the plans in lieu of buried fabric. The pads shall be constructed as detailed on the construction plans.

162-3.16 SECURITY AND MAINTAINING THE EXISTING AIRPORT PERIMETER FENCE LINE

ADD:

The Contractor shall also always maintain the existing electrical gates in service to allow access to the corporate west hangars. Contractor shall maintain barricades at all unsecured driveway gate locations or as noted in the plans.

METHOD OF MEASUREMENT

162-4.1

ADD:

Barbed wire shall not be measured separately but shall be included in the CLASS E FENCE 10' W/ 2' BURY pay item.

Temporary fence or other measures necessary to comply with Section 162-3.17 shall not be measured separately but shall be included in the CLASS E FENCE 10' W/ 2' BURY pay item.

162-4.2

ADD:

Class E Gate Removals shall be counted per each slide, swing and walkway gate removed, regardless of type, width or height of gate removed.

162-4.3

ADD:

Wildlife Deterrent Barrier – Pad shall be measured by the square foot, in-place and accepted by the Engineer.

162-4.4

ADD:

Temporary construction fence shall be measured from outside post to outside post and shall be the length of temporary fence actually constructed. Removal of temporary fence will not be measured for payment but will be incidental to the fence.

BASIS OF PAYMENT

162-5.1

DELETE entire Section and REPLACE with:

Payment for fence installed in turf or pavement will be made at the contract unit price per linear foot for CLASS E FENCE 10' W/ 2' BURY. This price shall be full compensation for furnishing all materials and for all preparation, erection, and installation of these materials, temporary fencing, restoration of fabric trenches, post holes, stockpiles, including grading, backfilling, seeding and mulching and for all labor, equipment, tools, and incidentals necessary to complete the item.

Barbed wire shall not be paid for separately but shall be included in the CLASS E FENCE 10' W/ 2' BURY pay item.

Payment for concrete deterrent barrier shall be made at the contract unit price per square foot for WILDLIFE DETERRENT BARRIER – PAD. This price shall be full compensation for furnishing all concrete, reinforcement, aggregate base, other miscellaneous materials and for all preparation, excavation, erection, backfill and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment shall be made at the contract unit price per each for REMOVE ELECTRIC GATE, for slide, swing and pedestrian gates regardless width, height of gate or number of leaves removed at each gate

opening. This price shall be full compensation for all removals, restoration, including grading, backfilling, seeding and mulching, and disposal, and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment for temporary fence installed and removed will be made at the contract unit price per linear foot for TEMPORARY CONSTRUCTION FENCE. This price shall be full compensation for furnishing all materials and for all preparation, erection, and installation of these materials, removal, restoration of post holes, including grading, backfilling, seeding and mulching and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

BASE BID:

| | | |
|---------------|----------------------------------|-----------------|
| ITEM AR162216 | CLASS E MANUAL SLIDE GATE-16' | PER EACH |
| ITEM AR162220 | CLASS E MANUAL SLIDE GATE-20' | PER EACH |
| ITEM AR162228 | CLASS E MANUAL SLIDE GATE - 28' | PER EACH |
| ITEM AR162612 | CLASS E GATE-12' | PER EACH |
| ITEM AR162810 | CLASS E FENCE 10' W/ 2' BURY | PER FOOT |
| ITEM AR162900 | REMOVE CLASS E FENCE | PER FOOT |
| ITEM AR162908 | REMOVE ELECTRIC GATE | PER EACH |
| ITEM AR163000 | TEMPORARY CONSTRUCTION FENCE | PER FOOT |
| ITEM AR800173 | WILDLIFE DETERRENT BARRIER – PAD | PER SQUARE FOOT |

ADDITIVE ALTERNATE NO.1:

| | | |
|---------------|------------------------------|----------|
| ITEM AS162810 | CLASS E FENCE 10' W/ 2' BURY | PER FOOT |
|---------------|------------------------------|----------|

PART 12 – TURFING

ITEM 901 – SEEDING

DESCRIPTION

901-1.1

ADD:

In areas cleared and grubbed shown on the plans or as directed by the engineer, the final surface shall be smoothed, graded to drain, seeded and mulched or blanketed in accordance with these specifications. Areas disturbed by the Contractor's operations shall be restored by him at his expense.

MATERIALS

901-2.1 SEED

ADD:

IL DOT CLASS 4A Seed Mixture

| SEED | APPLICATION RATE (LB/ACRE) |
|--------------------|---|
| Little Blue Stem | 5 |
| Side-Oats Grama | 5 |
| Canada Wild Rye | 1 |
| Prairie Dropseed | 0.5 |
| Annual Ryegrass | 25 |
| Oats, Spring | 25 |
| Perennial Ryegrass | 15 |

IL DOT Class 4A seed mixtures may be planted between May 15th to June 30th and October 15th to December 1st.

901-2.2 LIME

DELETE: Entire Section.

ADD:

The Contractor has the option to perform a soil test, at their expense, for the on-site or plan specified topsoil sources. If the Contractor proposes an application of lime, the proposal shall be approved by the Engineer. Lime, if used, shall be at no additional costs to the contract.

901-2.3 FERTILIZER

ADD:

The Contractor has the option to perform a soil test, at their expense, to validate that the fertilizer rate specified is suitable for the on-site or plan specified topsoil sources. If the Contractor proposes an alternate mix ratio and weights, the proposal shall be approved by the Engineer. Alternate mix ratio and/or weights shall be at no additional costs to the contract.

CONSTRUCTION METHODS

901-3.2 DRY APPLICATION METHOD

ADD:

- e. Seeding Equipment: Seeding equipment shall meet the following requirements. Any other equipment deemed necessary shall be subject to the approval of the Engineer.
 - 1. Disc: Any disc new for the use shall be in a good state of repair with sound, unbroken blades. The disc shall be weighted if necessary to achieve the required tillage depth.
 - 2. No-Till Planters and Drills: Rangeland type drills and no-till planters shall be designed specifically for the seeding of native grasses and forbs with depth control bands set at 1/4" to 1/8".
- f. Seeding Methods: The Contractor shall submit for approval by the Engineer a schedule for seeding and/or planting at least two weeks prior to the scheduled commencement of work. Broadcast seeders will not be allowed. Seeder will be a drill type planter or slit seeder. The Engineer shall examine and then approve any equipment to be used. Prior to starting work, all seeding equipment shall be calibrated and adjusted to sow seeds at the proper seeding rate. Equipment shall be operated in a manner to ensure complete coverage of the entire area to be seeded. The Engineer shall be notified forty-eight (48) hours prior to beginning the seeding operations. Any gaps between areas of growth greater than eight square feet shall be resown or replanted.

901-3.3 WET APPLICATION METHOD

DELETE: Entire Section.

METHOD OF MEASUREMENT

901-4.1

ADD:

Areas of seeding not showing a uniform stand of grass in density and color shall not be approved for payment. Such areas shall be reseeded to the Owner's satisfaction at the Contractor's cost.

Only those areas cleared and grubbed, as shown on the plans or as directed by the engineer, shall be measured for payment. Other areas disturbed by the Contractor's operations shall be restored by him at his expense to the satisfaction of the Resident Engineer and Airport.

All permanent seeding, eligible for payment, shall be measured as *AR901510 Seeding* regardless of seed mixture or class.

BASIS OF PAYMENT

901-5.1

ADD:

Payment will be made under:

| | | |
|---------------------------------|----------------|-----------------|
| BASE BID: | | |
| ITEM AR901510 | SEEDING | PER ACRE |
| | | |
| ADDITIVE ALTERNATE NO.1: | | |
| ITEM AS901510 | SEEDING | PER ACRE |

ITEM 905 – TOPSOIL

DESCRIPTION

905-1.1

ADD:

This item shall consist of a minimum of 4" of topsoil placed in the areas shown in the plans. In addition, the surface of all disturbed areas shall be covered with a layer of topsoil, as needed, to facilitate drainage and the growth of turf.

Topsoil shall be supplied by the Contractor from outside the boundaries of the Airport property. It shall be the Contractor's responsibility to locate and obtain the supply, subject to the approval of the Engineer.

MATERAILS

905-2.1 TOPSOIL

ADD:

At the Contractor's option, an IDOT Division of Highways approved topsoil source may be submitted for approval by the Engineer. The source shall be in accordance with Article 1081.05(a) of the Illinois Department of Transportation "Standard Specifications for Road and Bridge Construction".

CONSTRUCTION METHODS

905-3.4 PLACING TOPSOIL

DELETE the first sentence of the first paragraph.

ADD:

Final compacted thickness of the topsoil shall be as shown on the plans.

METHOD OF MEASUREMENT

905-4.1, 905-4.2

DELETE: This section.

ADD:

Topsoiling shall be measured in square yards completed and accepted by the Engineer.

Areas that required topsoiling due to the Contractor rutting and disturbing the areas outside of the limits shown on the plans, and within material storage/staging areas, access/haul roads, lighting and cabling/conduit areas will not be measured for payment, but shall be considered incidental to the contract.

BASIS OF PAYMENT

905-5.1

ADD:

Payment will be made at the contract unit price per square yard for topsoiling. This price shall be full compensation for furnishing and placing/grading all materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

ITEM AR905530

TOPSOILING

PER SQUARE YARD.

ITEM 908 – MULCHING

DESCRIPTION

908-2.1 MULCH MATERIAL

REVISE: First sentence to read:

Material used for mulching shall be (D) Hydraulic Mulch, Light-Duty.

METHOD OF MEASUREMENT

908-4.1

ADD:

Only those areas shown on the plans or as directed by the engineer, shall be measured for payment. Other areas disturbed by the Contractor's operations shall be restored by him at his expense to the satisfaction of the Resident Engineer and Airport.

BASIS OF PAYMENT

908-5.1

ADD:

Payment will be made under:

BASE BID:

ITEM AR908514 LIGHT-DUTY HYDRAULIC MULCH

PER ACRE

ADDITIVE ALTERNATE NO.1:

ITEM AS908514 LIGHT-DUTY HYDRAULIC MULCH

PER ACRE

APPENDIX A

IDOT DIVISION OF AERONAUTICS POLICY MEMORANDA

State of Illinois
Department of Transportation
Division of Aeronautics

POLICY MEMORANDUM

March 28, 2022

Springfield

Number 96-1A

TO: CONSULTING ENGINEERS

SUBJECT: FOR AERONAUTICS 2020 STANDARD SPECIFICATIONS,
ITEM 610, STRUCTURAL PORTLAND CEMENT CONCRETE:
JOB MIX FORMULA APPROVAL & PRODUCTION TESTING.

I. This policy memorandum addresses the Job Mix Formula (JMF) approval process and production testing requirements when Item 610 is specified for an airport construction contract.

II. PROCESS

- a. The contractor may submit a mix design with recent substantiating test data, or he may submit a mix design generated by the Illinois Division of Highways with recent substantiating test data for approval consideration. The mix design should be submitted to the Resident Engineer. An Item 501 PCC Pavement mix can be used in lieu of a Class SI mix, with the approval of the Division.
- b. The Resident Engineer should verify that each component of the proposed mix meets the requirements set forth under Item 610 of the *2020 Standard Specifications for Construction of Airports* and/or the contract special provisions.
- c. The mix design should also indicate the following information:
 1. The name, address, and producer/supplier number for the concrete.
 2. The source, producer/supplier number, gradation, quality, and SSD weight for the proposed coarse and fine aggregates.
 3. The source, producer/supplier number, type, and weight of the proposed flyash and/or cement.
 4. The source, producer/supplier number, dosage rate or dosage of all admixtures.
- d. After completion of Items b and c above, the mix with substantiating test data shall be forwarded to the Division of Aeronautics for approval. Once the mix has been approved, the production testing shall be at the rate in Section III as specified herein.

III. PRODUCTION TESTING

- a. When directed by the Resident Engineer, the Contractor shall make, cure and store one set of cylinders in accordance with AASHTO T23 for acceptance testing for each day the mix is used. In addition, at least one slump, one mix temperature, and one air test shall be conducted for each day the mix is used.
- b. The concrete shall have a maximum slump of four inches (4") and minimum slump of two inches (2") when tested in accordance with AASHTO T119.
- c. The air content of the concrete shall be between 5% and 8% by volume when tested in accordance with AASHTO T152.
- d. At no time shall the temperature of the concrete exceed 90 degrees Fahrenheit.
- e. Acceptance testing for concrete provided under this item shall have a 14-day compressive strength of not less than 3,500 psi when tested in accordance with AASHTO T22. The testing lab shall be IDOT or AASHTO approved. The Resident Engineer will be responsible for the strength tests on the specimens at no expense to the contractor.
- f. If more than 100 cubic yards of the mix is placed in a given day, additional tests at a frequency of 1 per 100 cubic yards shall be taken for strength, slump, mix temperature, and air.
- g. The Resident Engineer shall collect actual batch weight tickets for every batch of Item 610 concrete used for the project. The actual batch weight tickets shall be kept with the project records and shall be available upon request of the Department of Transportation.

William C. Eves, P.E.
Acting Chief Engineer

Supersedes Policy Memorandum 96-1 (2020) dated December 3, 2020

State of Illinois Department of Transportation
Office of Intermodal Project Implementation
Aeronautics

POLICY MEMORANDUM

February 10, 2022

Springfield, Illinois

Number 22-1

TO: CONSULTING ENGINEERS / CONTRACTORS

SUBJECT: ACCEPTED CEMENT TYPES

- I. This policy memorandum addresses the accepted cement types for use in Items 501 and 610 Concrete mixtures. Type IL cement has been added to the approved list and may be used on all IDOT-Let Aeronautics projects.
- II. The following cement types are approved.
 - a. Type I cement conforming to the requirements of ASTM C 150.
 - b. Type IL cement conforming to the requirements of ASTM C 595.
 - c. All other types are not allowed unless specified by Special Provisions.

William C. Eves, P.E.
Acting Chief Engineer

State of Illinois Department of Transportation
Office of Intermodal Project Implementation
Aeronautics

POLICY MEMORANDUM

February 10, 2022

Springfield, Illinois

Number: 22-2

TO: CONSULTING ENGINEERS / CONTRACTORS

SUBJECT: OBTAINING APPROVED AGGREGATES COMPLYING WITH 2020
STANDARD SPECIFICATIONS FOR CONSTRUCTION OF AIRPORTS

I. SCOPE

This Policy Memorandum addresses the additional aggregate quality requirements of the 2020 Illinois Standard Specifications for Construction of Airports, Special Provisions, and policies of IDOT Aeronautics. The airport quality requirements exceed those normally expected for similar IDOT highways pay items.

II. REQUIREMENTS

The contractor shall use these procedures to demonstrate aggregate compliance with the contract requirements.

A. Contractor Responsibility

1.) For Item 208 Aggregate Base and Item 209 Crushed Aggregate Base, the Contractor shall use aggregates with test requirements conforming to 2020 Standard Specifications for Construction of Airports, Coarse Aggregate Quality table, Section 208-2.2 and Section 209-2.2. Note: Item 208 and 209 Airport aggregates require B Quality coarse aggregates instead of the IDOT Highways allowed D Quality.

- a) Na₂SO₄ Soundness 5 Cycle, Illinois Modified AASHTO T 104, maximum percent loss = 15%.
- b) Los Angeles Abrasion, Illinois Modified AASHTO 96, maximum percent loss = 40%.
- c) Deleterious Materials, Illinois Testing Procedure 203, Deleterious Particles in Coarse Aggregate.
 - i. Shale, 2.0% maximum.
 - ii. Clay Lumps, 0.5% maximum.

- iii. Soft & Unsound Fragments, 6.0 % maximum.
- iv. Other Deleterious, 2.0% maximum.
- v. Total Deleterious, 6.0% maximum.

2.) For Item 401 HMA Mixtures, the Contractor shall use aggregates with quality testing requirements conforming to 2020 Standard Specifications for Construction of Airports, Coarse Aggregate Quality table, Section 401-2.1a(2) and Fine Aggregate Quality table, Section 401-2.1b(2). Note: Airport HMA mixtures require A Quality coarse and fine aggregates instead of the IDOT Highways allowed B Quality.

- a) Deleterious Materials, Illinois Testing Procedure 203, Deleterious Particles in Coarse Aggregate.
 - i. Shale, 1% max.
 - ii. Clay Lumps, 0.25% max
 - iii. Coal & Lignite, 0.25% max
 - iv. Soft & Unsound Fragments, 4.0 % max
 - v. Other Deleterious, 4.0% max
 - vi. Total Deleterious, 5.0% max

3.) For Item 501 PCC Mixtures, the Contractor shall use aggregates with quality testing requirements conforming to 2020 Standard Specifications for Construction of Airports, Coarse Aggregate Quality table, Section 501-2.3(b). It is noted that this A Quality table has been modified from the current IDOT Highways A Quality requirements. Aggregate testing procedures and acceptance are as follows.

- a) Total Deleterious Maximum % = 2.6% conforming to Illinois Testing Procedure 203 Deleterious Particles in Coarse Aggregate (ITP 203).
- b) Maximum Deleterious Chert % = 0.1% conforming to Illinois Modified AASHTO T 113, Standard Method of Test for Lightweight Pieces in Aggregate.

4.) Obtaining aggregates conforming to the requirements of the 2020 Standard Specifications for Construction of Airports.

- a) First, check with your aggregate source(s) to see if their product recently passed Aeronautics requirements. It is possible the aggregate source in questions has met the Aeronautics requirements, but the IDOT Bureau of Materials does not have the Aeronautics-approved product listed. For example: the B Quality aggregate 031CM16 at a particular source has been confirmed to also meet A Quality. Check with your aggregate source to confirm aggregate quality to be used in the above pay items. Check with IDOT Aeronautics for previously approved sources.
- b) If the aggregate source does not have recent tests to show it meets Aeronautics requirements, the Contractor shall ask the aggregate source to request the IDOT District Materials Engineer to test the aggregate for the required parameters.
- c) If the IDOT District is unable to perform the requested test(s) or the IDOT District schedule is not compatible with the Contractor's timetable, the Contractor shall have the aggregate tested by a third-party testing laboratory. The third-party laboratory shall be IDOT-approved or AASHTO-approved. AASHTO approval consists of accreditation in accordance with AASHTO Materials Reference Laboratory (AMRL).

- d) Additional expense incurred by the Contractor for third-party testing may be approved for payment by a Change Authorization in the amount of the actual testing cost. Confirm with the Aeronautics Materials & Certifications Engineer to get prior approval for testing expenses.
 - e) Aeronautics will maintain a database of approved sources and third-party tested aggregates that conform to the requirements of the 2020 Specifications.
- 5) Frequency of Testing. Test results for aggregate products from the same ledge, processed using the same method and equipment, shall be considered to meet the Aeronautics requirements for 1 year from the testing date. IDOT Aeronautics reserves the right to re-test aggregates to confirm compliance.

William C. Eves, P.E.
Acting Chief Engineer