

# 06A

**Letting January 17, 2020**

## **Notice to Bidders, Specifications and Proposal**



**Illinois Department  
of Transportation**

**Springfield, Illinois 62764**

**Contract No. DU087  
DuPage Airport  
West Chicago, Illinois  
DuPage County  
Illinois Project No. DPA-4773  
SBG Project No. 3-17-SBGP-139/156**



## NOTICE TO BIDDERS

1. **TIME AND PLACE OF OPENING BIDS.** Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 10:00 a.m. on January 17, 2020, 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. DU087  
DuPage Airport  
West Chicago, Illinois  
DuPage County  
Illinois Project No. DPA-4773  
SBG Project No. 3-17-SBGP-139/156**

**Phase II - Upgrade Wildlife Hazard Fencing on Southern and Western Boundaries**

**For engineering information, please contact Todd M. Merrihew, P.E. of CH2M at 312.543.7102.**

3. **INSTRUCTIONS TO BIDDERS.**

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

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

4. **AWARD CRITERIA AND REJECTION OF BIDS.** This contract will be awarded within 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 6.0%.

7. **SPECIFICATIONS AND DRAWINGS.** The work shall be done in accordance with the Illinois Standard Specifications for Construction of Airports, the Special Provisions dated November 15, 2019, and the Construction Plans dated November 15, 2019 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.  
  
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 129 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

Omer Osman,  
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: March 2, 2019**

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

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

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

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

- (a) Withholding progress payments;
- (b) Assessing sanctions;
- (c) Liquidated damages; and/or
- (d) Disqualifying the Contractor from future bidding as non-responsible.

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates, in the absence of unlawful discrimination and in an arena of fair and open competition, DBE companies can be expected to perform 6.0% 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. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

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

DBE LOCATOR REFERENCES. Bidders shall consult the IL UCP DBE Directory as a reference source for DBE-certified companies. In addition, the Department maintains a letting and item specific DBE locator information system whereby DBE companies can register their interest in providing quotes on particular bid items advertised for letting. Information concerning DBE companies willing to quote work for particular contracts may be obtained by contacting the Department's Bureau of Small Business Enterprises at telephone number (217) 785-4611, or by visiting the Department's website at:  
<http://www.idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/il-ucp-directory/index>.

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

The bidder shall submit a DBE Utilization Plan (form SBE 2026), and a DBE Participation Statement (form SBE 2025) for each DBE company proposed for the performance of work to achieve the contract goal, with the bid. If the Utilization Plan indicates the contract goal will not be met, documentation of good faith efforts shall also be submitted. 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 is selected over a DBE for work on the contract. The required forms and documentation must 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 Utilization Plan if it does not meet the bidding procedures set forth herein and the bid will be declared not responsive. In the event the bid is declared not 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.

GOOD FAITH EFFORT PROCEDURES. 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 enough DBE participation has been obtained or document the good faith efforts of the bidder, in the event enough DBE participation has not been obtained, before the Department will commit to the performance of the contract by the bidder. The Utilization Plan will be approved by the Department if the Utilization Plan documents sufficient commercially useful DBE work to meet the contract goal or the bidder submits sufficient documentation of a good faith effort to meet the contract goal pursuant to 49 CFR Part 26, Appendix A. This means the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not successful. The Department will consider the quality, quantity, and intensity of the kinds of efforts the bidder has made. Mere *pro forma* efforts, in other words efforts done as a matter of form, are not good faith efforts; rather, the bidder is expected to have taken genuine efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases and will be considered by the Department.

- (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.

(2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to perform these work items with its own forces.

(3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

(4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.

b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable. In accordance with the above Bidding Procedures, 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.

(5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.

(6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.

(7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.

(8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.

(b) If the Department determines the bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided it is otherwise eligible for award. If the Department determines the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification will also include a statement of reasons for the adverse determination. If the Utilization Plan is not approved because it is deficient as a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no more than a five calendar day period to cure the deficiency.

(c) The bidder may request administrative reconsideration of an adverse determination by emailing the Department at "[DOT.DBE.UP@illinois.gov](mailto:DOT.DBE.UP@illinois.gov)" within the five calendar days after the receipt of the notification of the determination. The determination shall become final if a request is not made on or before the fifth calendar day. A request may provide additional written documentation or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be reviewed by the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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

(a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.

(b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.

(c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.

(d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:

(1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

(2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement.

(e) DBE as a material supplier:

(1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.

(2) 100 percent goal credit for the cost of materials or supplies obtained from a DBE manufacturer.

(3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a DBE regular dealer or DBE manufacturer.

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

(a) NO AMENDMENT. No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be emailed to the Department at [DOT.DB.E.UP@illinois.gov](mailto:DOT.DB.E.UP@illinois.gov).

(b) CHANGES TO WORK. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A or AER 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, a new Request for Approval of Subcontractor will not be required. However, the Contractor must document efforts to assure the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.

(c) SUBCONTRACT. The Contractor must provide copies of 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.

(d) ALTERNATIVE WORK METHODS. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:

(1) The replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or

(2) The DBE is aware its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or

(3) The DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.

(e) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in this Special Provision. The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the Department's written consent as provided in subsection (a) of this part. Unless Department consent is provided for termination of a DBE subcontractor, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBE in the Utilization Plan.

As stated above, the Contractor shall not terminate or replace a DBE subcontractor listed in the approved Utilization Plan without prior written consent. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Written consent will be granted only if the Bureau of Small Business Enterprises agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate or replace the DBE firm. Before transmitting to the Bureau of Small Business Enterprises any request to terminate and/or substitute a DBE subcontractor, the Contractor shall give notice in writing to the DBE subcontractor, with a copy to the Bureau, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor shall give the DBE five days to respond to the Contractor's notice. The DBE so notified shall advise the Bureau and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Bureau should not approve the Contractor's action. If required in a particular case as a matter of public necessity, the Bureau may provide a response period shorter than five days.

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

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

When a DBE is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make a good faith effort to find another DBE to substitute for the original DBE to perform at least the same amount of work under the contract as the terminated DBE to the extent needed to meet the established Contract goal. The good faith efforts shall be documented by the Contractor. If the Department requests documentation under this provision, the Contractor shall submit the documentation within seven days, which may be extended for an additional seven days if necessary at the request of the Contractor. The Department will provide a written determination to the Contractor stating whether or not good faith efforts have been demonstrated.

(f) FINAL PAYMENT. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than 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 on Department form SBE 2115 to the Resident Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes the work has not been satisfactorily

completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.

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

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

**SPECIAL PROVISION FOR WEEKLY DBE TRUCKING REPORTS (BDE)**

**Effective: June 2, 2012**

**Revised: April 2, 2015**

The Contractor shall submit a weekly report of Disadvantaged Business Enterprise (DBE) trucks hired by the Contractor or subcontractors (i.e. not owned by the Contractor or subcontractors) that are used for DBE goal credit.

The report shall be submitted to the Resident Engineer on Division of Aeronautics Form "AER 723" within ten business days following the reporting period. The reporting period shall be Monday through Sunday 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**

**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 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 129 calendar days, unless additional time is granted by the Engineer in accordance with the provisions of the specifications. In case of failure to complete the work on or before the time named herein, or within such extra time as may have been

allowed by extensions, the bidder agrees that the Department of Transportation shall withhold from such sum as may be due him/her under the terms of this contract, the costs, as set forth in Section 80-09 Failure to Complete on Time of the Standard Specifications, which costs shall be considered and treated not as a penalty but as damages due to the State from the bidder by reason of the failure of the bidder to complete the work within the time specified in the contract.

State of Illinois  
Department of Transportation

SPECIAL PROVISION  
FOR  
SECTION 80 PROSECUTION AND PROGRESS

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

80-09 FAILURE TO COMPLETE ON TIME.

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

ADD:

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

State of Illinois  
Department of Transportation

SPECIAL PROVISION  
FOR  
SECTION 90 MEASUREMENT AND PAYMENT

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

90-07 PARTIAL PAYMENTS.

DELETE: The entire section.

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

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

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

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

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

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

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

90-10 TRUST AGREEMENT OPTION.

DELETE: The entire section.

# 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 sponsor, 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:

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

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

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 non-federally 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 West Chicago, Illinois; DuPage 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 now equal to \$150,000.

#### **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 the 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 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 CONTRACT CLAUSE**

- (a) The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program (AIP).
- (b) Any and all steel products used in the performance of this contract by the Contractor, subcontractors, producers, and suppliers are required to adhere to the Illinois Steel Products Procurement Act, which requires that all steel items be of 100 percent domestic origin and manufacture. Any products listed under the Federal Aviation Administration's (FAA) nationwide approved list of "Equipment Meeting Buy American Requirements" shall be deemed as meeting the requirements of the Illinois Steel Products Procurement Act.
- (c) The successful bidder will be required to assure that only domestic steel and domestically manufactured products will be used by the Contractor, subcontractors, producers, and suppliers in the performance of this contract. The North American Free Trade Agreement (NAFTA) specifically excluded federal grant programs such as the AIP. Therefore, NAFTA does not change the requirement to comply with the Buy American requirement in the Act. Exceptions to this are for products, other than steel, that:
  - (1) the FAA has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
  - (2) the FAA has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the public interest;

- (3) the FAA has determined that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent; or
- (4) the FAA has determined, under the Aviation Safety and Capacity Expansion Act of 1990,
  - (i) the cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components of the facility or equipment, and
  - (ii) final assembly of the facility or equipment has occurred in the United States.

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

All waivers are the responsibility of the Contractor, must be obtained prior to the Notice to Proceed, and must be submitted to the Illinois 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.

## **A5 CIVIL RIGHTS - GENERAL**

### **A5.1 CONTRACT CLAUSE**

#### **GENERAL CIVIL RIGHTS PROVISIONS**

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

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

## **A6 CIVIL RIGHTS – TITLE VI ASSURANCE**

### **A6.1 CONTRACT CLAUSE**

#### **A6.1.1 Title VI Solicitation Notice**

##### **Title VI Solicitation Notice:**

The DuPage Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

#### **A6.1.2 Title VI Clauses for Compliance with Nondiscrimination Requirements**

##### **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:

**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.

**Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor 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.

**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.

**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.

**Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

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

### **A6.1.3 Title VI List of Pertinent Nondiscrimination Acts and Authorities**

#### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (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, which 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 (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 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, which ensures non-discrimination 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. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

## **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 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$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 \$10 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 U.S.C. 874 and 40 U.S.C. 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 Part 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; and

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

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

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

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

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

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

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

## 2 Withholding.

The Federal Aviation Administration 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 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 which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual 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 <http://www.dol.gov/esa/whd/forms/wh347instr.htm> 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, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate 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 Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 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 U.S.C. 1001.

## **A11 DEBARMENT AND SUSPENSION**

### **A11.1 CONTRACT CLAUSE**

#### **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 verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

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

If the FAA later determines that 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 Project 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 bid responsiveness, the Bidder or Offeror must submit the following information with their 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) 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.

**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 DuPage Airport Authority 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 (§ 26.13)** - The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-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 Owner 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 FAA 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 sub-grant.

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 \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

**A14 ENERGY CONSERVATION REQUIREMENTS**

**A14.1 CONTRACT CLAUSE**

**ENERGY CONSERVATION REQUIREMENTS**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*).

**A15 EQUAL EMPLOYMENT OPPORTUNITY (E.E.O.)**

**A15.1 MANDATORY CONTRACT CLAUSE**

**A15.1.1 E.E.O. 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, 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 identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **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 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 shall 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 area 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 non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall 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 therefore 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 female 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 workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

- n. Ensure that all facilities and company activities are non-segregated 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 groups 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, if the 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, 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 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 number, 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 CONTRACT CLAUSE**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, 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 CONTRACT CLAUSE**

This provision is required for all contracts that 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, sub-grants, 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 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, 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 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. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor 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). Contractor 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 of 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,

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/epawaste/conserve/tools/cpg/products/](http://www.epa.gov/epawaste/conserve/tools/cpg/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 in the 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 CONTRACT CLAUSE**

#### **CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

##### **Certifications**

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

##### **Note**

If an applicant cannot comply with 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.

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

##### **Term Definitions**

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

- a) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;

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;

reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and 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 Default (Construction)**

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

## **A25 TRADE RESTRICTION CERTIFICATION**

### **A25.1 CONTRACT CLAUSE**

#### **TRADE RESTRICTION CERTIFICATION**

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

- a. 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 (U.S.T.R.);
- b. 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 U.S.T.R; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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, United States Code, Section 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 U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or

(3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. 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 U.S.T.R., 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 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 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

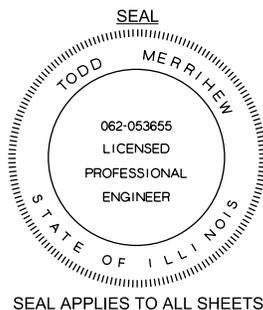


# CONTRACT SPECIFICATIONS

## PHASE II - UPGRADE WILDLIFE HAZARD FENCING ON SOUTHERN AND WESTERN BOUNDARIES

DuPage Airport Authority  
West Chicago, IL

Illinois Project DPA-4773  
Federal Project 3-17-SBGP-139/156  
Letting Date: January 17, 2020  
Issue Date: November 15, 2019



*Todd M. Merrihew*  
 11/15/2019  
 SIGNED: Todd Merrihew DATE  
 CH2M  
 LICENSE: 062-053655  
 EXPIRES: 11/30/2019

Prepared by:  
**ch2m**<sup>SM</sup>  
 8735 West Higgins  
 Suite 400  
 Chicago, IL 60631

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**DUPAGE AIRPORT AUTHORITY  
PHASE II - UPGRADE WILDLIFE HAZARD FENCING  
ON SOUTHERN AND WESTERN BOUNDARIES  
IL PROJECT NUMBER: DPA-4773  
A.I.P. PROJECT: 3-17-SBGP-139/156  
SOLICITATION NO.: DU087**

**SPECIAL PROVISIONS**

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 DuPage Airport Authority for the construction of the subject project at the DuPage Airport, West Chicago, Illinois.

Wherever the word "Resident Engineer" is used, it shall mean the "Owner's Representative" designated by the DuPage Airport Authority.

GOVERNING SPECIFICATIONS AND RULES AND REGULATIONS

The specifications contained herein are based on the "Standard Specifications for Construction of Airports", dated April 1, 2012, State of Illinois Department of Transportation, Division of Aeronautics. As noted within the Special Provisions, portions of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction dated April 1, 2016 shall apply as referenced.

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**DUPAGE AIRPORT AUTHORITY  
PHASE II - UPGRADE WILDLIFE HAZARD FENCING  
ON SOUTHERN AND WESTERN BOUNDARIES  
IL PROJECT NUMBER: DPA-4773  
A.I.P. PROJECT: 3-17-SBGP-139/156  
SOLICITATION NO.: DU087**

**SPECIAL PROVISIONS**

TECHNICAL SPECIFICATIONS

The following section contains technical specifications to be utilized on this project. Within these specifications are State of Illinois, Department of Transportation, Division of Aeronautics "Standard Specifications for Construction of Airports, dated April 1, 2012. The Special Provisions note modifications and/or additions to the standard specifications. Items marked with an "\*" only have additions to the Basis of Payment section that adds to the associated standard specification.

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ITEM            DESCRIPTION

EARTHWORK

- Item 150520    Mobilization \*
- Item 150530    Traffic Maintenance
- Item 152        Excavation and Embankment \*
- Item 156000    Erosion Control \*

FENCING (WIRE FENCES)

- Item 162        Chain-link Fences
- Item 163        Wildlife Deterrent Barrier

MISCELLANEOUS

- Item 209        Crushed Aggregate base Course \*
- Item 610        Structural Portland Cement Concrete
- Item 901        Seeding \*
- Item 905        Topsoiling\*
- Item 908        Mulching\*

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*Appendix  
Policy Memorandum (96-1)*

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State of Illinois  
Department of Transportation  
Division of Aeronautics

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**POLICY MEMORANDUM**

April 1, 2010

Springfield

Number 96-1

TO: CONSULTING ENGINEERS

SUBJECT: 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.
  - b. The Resident Engineer should verify that each component of the proposed mix meets the requirements set forth under Item 610 of the *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. One set of cylinders or beams, depending on the strength specified, shall be cast for acceptance testing for each day the mix is used. In addition, at least one slump and one air test shall be conducted for each day the mix is used. If more than 100 c.y. of the mix is placed in a given day, additional tests at a frequency of 1 per 100 c.y. shall be taken for strength, slump, and air. The concrete shall have a maximum slump of three inches (3") and minimum slump of one inch (1") when tested in accordance with ASTM C-143. The air content of the concrete shall be between 5% and 8% by volume. At no time shall the temperature of the concrete exceed 90 degrees Fahrenheit.
- b. If the total proposed amount of Item 610 Structural Portland Cement Concrete as calculated by the Resident Engineer is less than 50 c.y. for the entire project, the following shall apply:
  - The Resident Engineer shall provide calculations of the quantity of Item 610 to the Division of Aeronautics.
  - One set of cylinders or beams, depending on the strength specified, shall be cast for acceptance testing.
  - One air content and one slump test shall be taken for acceptance testing.
  - The concrete shall have a maximum slump of three inches (3") and minimum of one inch (1") when tested in accordance with ASTM C-143. The air content of the concrete shall be between 5% and 8% by volume. At no time shall the temperature of the concrete exceed 90 degrees Fahrenheit.
- c. 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.

Steven J. Long, P.E.  
Acting Chief Engineer

Supersedes Policy Memorandum 96-1 dated January 1, 2004

**ITEM 150520 MOBILIZATION**

**BASIS OF PAYMENT**

150-3.1

ADD:

Payment will be made under:

Item AR150520	Mobilization - per Lump Sum (LS)
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**END OF ITEM 150520**

## ITEM 150530 TRAFFIC MAINTENANCE

### DESCRIPTION

150-1.1 The work under this Section consists of furnishing all measures required to maintain the safe and orderly movement of traffic in and around the construction areas as shown on the Plans and as described in these Technical Specifications.

### GENERAL

150-2.1 This Article covers the Contractor's responsibilities for maintaining the optimum level of safety and the operating efficiency of the project site during construction. The Contractor shall be responsible for all activities under his control. The Contractor shall maintain safe operations on the project site as the site will be utilized by the public during construction.

### MARKING AND LIGHTING OF CONSTRUCTION AREAS.

150-3.1 The Contractor shall install lighting, marking, barrel and/or Illinois Department of Transportation (IDOT) Type II barricades, lighted commercial barricades, lighted concrete/plastic barricades, signs and other measures to delineate closed and hazardous areas during construction.

### LOOSE MATERIALS AND DEBRIS.

150-4.1 Loose materials shall be removed and placed in protected areas or otherwise secured to prevent dispersal. Debris shall be promptly removed whether generated from the Contractor's operations or not. The Contractor shall exercise care in the transportation of materials. Materials tracked or spilled shall be removed immediately. When hauling, loading, grading, or when any of the Contractor's activities are likely to cause the deposit of loose materials, it shall be immediately removed using powered vacuum, powered sweeps, by hand sweepers, loaders, trucks, etc., as necessary.

### VEHICLES AND MOBILE EQUIPMENT.

150-5.1 All Contractor vehicles and mobile equipment shall be identified by three foot (3') square checkered orange and white flags whenever such vehicle and equipment is operating on the site as detailed in the plans. In addition, such vehicles and equipment shall have the Contractor's name clearly affixed on each side of such vehicles and equipment, all in accordance with current DuPage Airport Authority (DAA) requirements. Vehicles and mobile equipment shall also be equipped with a revolving yellow beacon light mounted on the top of the vehicle or equipment. Beacon lights shall provide:

- Three hundred and sixty degree azimuth coverage.
- Effective intensity in the horizontal plane not less than 40 or more than 400 candelas.

- Beam spread measured to 1/10 peak intensity extending from 10 degrees to 15 degrees above the horizontal.
- Sixty to ninety flashes per minute.

No crane shall be allowed on the work site until the equipment and its intended operation is approved by Airport Operations. The Contractor shall provide the Resident Engineer and Airport Operations with not less than 48-hour advance written notice requesting crane access.

When access is approved by DAA, the tip of the crane boom shall be identified by the checkered orange and white flag mentioned above and, if requested or required by AC 150/5370-2, by red obstruction lights. Flagged cranes shall not be left unattended while erect and shall be lowered when not in operation.

### **CLOSURES.**

150-6.1 Prior to the commencement of any demolition or other work, which will cause an interruption, or modification to existing traffic pattern, the Contractor shall confer with, and obtain written authorization from the Resident Engineer and Airport Operations.

### **OPERATIONS SAFETY INSPECTION.**

150-7.1 The entire work site shall be inspected daily and more frequently if construction activities are of a nature that debris may be expected to accumulate on pavements, near buildings or may leave construction zone. Special inspections shall be conducted for each work area prior to return to service. The purpose of these inspections is to ascertain that areas returned to service are in satisfactory condition and that the overall work site and its activities are within the safety criteria set forth in these Contract Documents. Inspections shall be conducted jointly by representatives of the Contractor, the Airport Operations Division and the Resident Engineer. These inspections shall cover the several items noted in and referred by this Article. The report of such inspections shall be filed utilizing the Preparation and Preconstruction checklist forms provided by the DAA.

Any violations of the Safety Criteria found during these inspections shall be rectified immediately by the Contractor. If a violation cannot be corrected on an immediate basis by the Contractor he shall immediately notify the Resident Engineer and Airport Operations.

### **OPERATIONAL EMERGENCIES.**

150-8.1 During periods of severe weather conditions or other operational emergencies, the DAA may direct the Contractor to relinquish areas under construction and to prepare the areas for operations. In this event the Resident Engineer will so direct the Contractor to evacuate the area and the Resident Engineer will specify the limits of the area to be evacuated, the term of evacuation and the conditions governing the restoration work necessary to prepare the area for operation. The Contractor shall promptly and fully comply with the Resident Engineer 's directive. Should the directive entail extra work under the Contract, as determined by the Resident Engineer , the Contractor will be reimbursed for such extra work. Should the directive entail a delay in the completion of the Contract or any defined subdivision of the contract, as determined by the Resident Engineer , the Contractor may be granted an extension of time.

## **FINAL CLEANUP.**

150-9.1 After work in any work area has been completed and before opening it to traffic, the Contractor shall remove all temporary traffic control devices, complete installation of temporary pavements, and other temporary work and devices installed for traffic control. The Contractor shall restore the site to its original condition or to the revised condition shown on the Plans or otherwise directed by the Resident Engineer and Airport Operations.

## **MATERIALS AND CONSTRUCTION METHODS**

### **BARREL AND/OR IDOT TYPE II BARRICADES.**

150-10.1 The Contractor shall install and maintain barrel and/or IDOT Type II barricades in the locations shown on the Plans, in accordance with the approved layout for each construction area, and as directed by the Resident Engineer . Barrel and/or IDOT Type II barricades shall be in accordance with the details shown on the Plans including barrels, lights, ropes, flags, sand bags and all incidentals necessary for a complete working system. Barricades shall be weighted immediately upon installation, as necessary to prevent displacement by ambient wind. Barricade lines shall be inspected each day and repaired or replaced as necessary to meet the requirements of the approved Safety and TRAFFIC MAINTENANCE Plans.

### **CONCRETE BARRIERS.**

150-11.1 Temporary concrete barriers for traffic control and protection shall be New Jersey type precast concrete barriers conforming to the requirements of ASTM C 825.

The temporary concrete barrier sections shall be capable of being interlocked and shall be provided with warning flags, steady burning lights and/or flashing lights as required and shall be provided with grooves to allow flow of surface drainage.

The temporary concrete barriers need not be new, but shall be structurally sound, of a quality and type meeting the requirements of these specifications and shall be subject to the Resident Engineer 's approval.

Temporary concrete barriers shall, at the conclusion or when no longer needed, be relocated or removed and disposed in accordance with local, state, and federal laws.

### **PLASTIC BARRICADES.**

150-12.1 Plastic barricades shall consist of an I-beam section manufactured of molded plastic barricade panel suspended by means of toggle system, from a molded plastic cone.

The plastic barricade (I-beam section and cones) shall be manufactured from Polyethylene high density, compounded with Ultra Violet Stabilizer to protect it against ultra violet exposure and outdoor weathering.

The assembly shall be designed to remain usable following vehicular impact.

The cone shall consist of a stem and a base. The base shall be hollow and so manufactured as to allow for external and internal ballasting (using water, sand or other suitable material), to provide a ballast weight of approximately 20 lbs.

The I-beam section shall be capable of being mounted (using a flexible toggle system) on the plastic cones. The cones shall be designed to support the I-beam sections and also to support traffic lights.

The plastic barricade assembly shall be impregnated with traffic orange color. White reflective sheeting shall be applied to the I-beam section to form a series of alternating 6 -inch wide stripes, traffic orange and reflective white, at 45° angle.

The dimensions of the various elements of the plastic barricade system shall be as follows:

**Cones**

Overall Height	45"
Base Dimension	18" x 18" x 4"
Weight (Unballasted)	7 3/4 lbs.
Outside diameter stem	
Top	3 1/4"
Bottom	6"
Wall Thickness	1/8" ±1/32"

**I-Beam Section**

Depth (reflective areas)	8"
Lengths (as approved by the Resident Engineer )	36" or 48"
Wall Thickness	1.2 lbs. per foot

Plastic barricades shall only be used when specifically shown on the Plans or approved by the Resident Engineer.

**METHOD OF MEASUREMENT**

150-13.1 Measurement will be based on the contract lump sum price for TRAFFIC MAINTENANCE.

**BASIS OF PAYMENT**

150-14.1 Payment will be based on the contract lump sum price for TRAFFIC MAINTENANCE. This price shall be full compensation for furnishing all labor, equipment, materials, barricades, equipment, tools and incidentals necessary to complete the item.

Partial payments for TRAFFIC MAINTENANCE shall be made in accordance with the following schedule:

Percent of Original Contract Amount Earned	Cumulative Percent of Lump Sum Price Payable*
5	25
25	50
50	75
75	90
100	100

\* Partial payments in accordance with the schedule will be limited to 10% of the original Contract amount for the project. The 10% limit and payment schedule noted above apply individually to the base bid and each bid alternate. Any remaining amount(s) will be paid upon completion of all work under the project.

Payment will be made under:

Item AR150530                      Traffic Maintenance – per Lump Sum (LS)

**END OF ITEM 150530**

**ITEM 152 EXCAVATION AND EMBANKMENT**

**BASIS OF PAYMENT**

152-4.1

ADD:

“Unclassified Excavation” payment will be limited to the quantity of unclassified excavation required for excavation of the fence post foundations to the limits identified in the plans and details. All other excavation is incidental to the associated pay item requiring the excavation.

Payment shall be made at the contract unit price per cubic yard for “Topsoil Stripping”. This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.

“Topsoil Stripping” payment will be limited to the amount of excavation required along the fence line for installation of the 4’ wide by 6” deep CA-6 aggregate clear area as identified in the plans and details. All other topsoil removal or needed stripping for site restoration is incidental to the associated pay item requiring the removal.

Payment will be made under:

Item AR152410	Unclassified Excavation – per Cubic Yard (CY)
Item AR152460	Topsoil Stripping – per Cubic Yard (CY)

**END OF ITEM 152**

**ITEM 156000 EROSION CONTROL**

**BASIS OF PAYMENT**

156-5.1

ADD:

Payment will be made under:

Item AR156510	Silt Fence - per Linear Foot (LF)
Item AR156515	Straw Wattle - per Linear Foot (LF)
Item AR156520	Inlet Protection - per Each (EA)

**END OF ITEM 156000**

## ITEM 162 CHAIN-LINK FENCES

### DESCRIPTION

162-1.1 This item of work shall consist of furnishing and installing new chain link fence and gates at the locations shown on the construction plans and in accordance with this specification. The fence and gates shall be of the height and configuration as shown on the construction plans and comply with Federal specification RR-F-191, ASTM F668 Class 2b, ASTM F934 and AASHTO M181.

This work shall also include fence and gate replacement, relocations and removals at the locations shown on the plans.

The fence shall be the product of a manufacturer who has demonstrated by actual installation of a similar nature that its product is of the type required. The Contractor shall include all supplementary parts necessary or required for a complete and satisfactory installation within the true meaning and intent of the drawings. All runs of the fence shall present the same general appearance and the product of one manufacturer only will be accepted, except for items which do not influence the appearance of the completed fence. No used, rerolled, or open-seam steel shall be permitted in posts, gate frames, rails or braces.

### MATERIALS

162-2.1 FABRIC. The chain-link fence fabric shall be fused/bonded vinyl clad coating over aluminized steel wire or galvanized steel wire, manufactured in accordance with ASTM F 668 Type 2b

A. Steel Core Wire Type

Steel core wire shall have an aluminum coating with a minimum coating weight of 0.40 oz. Per square foot. Or Steel core wire shall have a galvanized coating with a minimum coating weight of 1.2 oz. Per square foot.

B. Vinyl Clad Coating

The chain link fence fabric shall have a fuse/bonded vinyl clad coating.

C. Wire Size:

Steel core wire size is 9 gauge. The coated wire size is 8.

D. Height and Mesh Size:

Fabric height is 8 ft. high with a mesh size of 2 inches.

E. Selvage:

Top edge knuckled and bottom edge knuckled.

F. Color:

Color of vinyl coating shall be black. Refer to ASTM F934 for color selection.

The vinyl coating shall be self extinguishing and shall not support combustion when subject to the Horizontal Flame Test of ASTM D 470.

162-2.2 BARBED WIRE. All wires shall be spaced as shown on the plans. Barbed wire may be either galvanized steel barbed wire or aluminum coated steel barbed wire consisting of 2-strand of 12-1/2 gauge wire with 4-point barbs of 14-gage wire spaced 5 inches apart conforming to the following requirements:

A. Barbed Wire (Zinc-coated). Galvanized barbed wire shall conform to the Specifications for zinc-coated (galvanized) steel barbed wire, AASHTO M 280, Class 3 with a minimum coating of 0.80 ounce per square foot of wire surface.

B. Barbed Wire (Aluminum-coated). Aluminum-coated steel barbed wire shall conform to the Specifications for galvanized steel barbed wire, except the wire shall be aluminum coated. The wire shall have not less than 0.25 ounce coating of aluminum alloy per square foot of uncoated surface. The weight of the aluminum alloy coating shall be determined in accordance with AASHTO T 213.

Three strands of barbed wire shall be used above the top rail on arms as shown on the construction plans. Barbed wire shall have 4 point barbs spaced a maximum of 5" apart. The barbs shall be sharp and tightly wrapped about a uniformly twisted 12-1/2 (.0985") gauge line wires, galvanized or aluminized.

162-2.3 FENCE POSTS, POST TOPS AND EXTENSIONS, RAILS, GATES, BRACES, STRETCHER BARS, AND CLIPS. ColorBond fence system shall have fence posts and rails vinyl coated manufactured of high strength steel pipe triple coated per Standard specification ASTM F1043 - Group IC (external coating per F1043 paragraph 7.1.2; internal coating per F1043 paragraph 7.2.4.). The framework for fence system shall have a 10 to 14 mil. coating.

<u>Pipe Size</u> <u>Outside Diameter</u>	<u>Group IC</u> <u>Weights Lbs./Ft.</u>
1 5/8"	1.84
2"	2.28
2 1/2"	3.12
3"	4.64
4"	6.56

A. Fence Posts:

	<u>Fabric Height</u>	<u>Line Post OD</u>	<u>Terminal Post OD</u>
	8' high	2 1/2 "	3"
B.	Gate Posts		
	<u>Single Gate Width</u>	<u>Double Gate Width</u>	<u>Post OD Group 1A or 1C</u>
	Up to 6'	Up to 12'	3"
	7' to 12'	13' to 25'	4"
C.	Fence Rails:		
	<u>8' high</u>		
	Top	1 5/8"	
	Brace	1 5/8" plus truss	
	Bottom	tension wire	

162-2.4 GATES Gates shall be of the type and size shown on the plans and shall conform to the details shown on the plans.

A. Pedestrian and Drive Gates:

Pedestrian and Drive gates shall be swing gates placed to span the required opening as shown on the plans. In certain instances, two swing gates placed side by side will be required to span the openings. Gate frames shall be constructed of 2" O.D. galvanized pipe. Gate frame shall be welded at all corners to form a rigid panel, and filled with fabric, and topped with three strand barbed wire when specified for the fence. The hinges shall allow the gate to swing 180 degrees. The latches shall be heavy duty and have a provision for a pad lock.

B. Slide Gates:

Slide gates shall be cantilever gates conforming to the dimensions and details shown on the plans. Gate Operators, card readers, and electric power and control shall be re-used and reconnected from existing gate to the new gate. The work in this section shall include furnishing all labor, materials, equipment and appliances necessary to complete all Fortress Heavy Duty Cantilever Slide Gate(s) required for this project in strict accordance with this specification section and drawings.

- 1 REFERENCES:
  - A. Underwriters Laboratory Gate Operator Requirements (UL 325). See 3.02 C.
    1. Automated/operated vehicular gates are not to be used for pedestrian traffic. Separate pedestrian gates must always be provided if pedestrian traffic is expected.
  - B. ASTM F 2200 – Standard Specification for Automated Vehicular Gate Construction. See 2.01 C.
  - C. ASTM F 1184 – Standard Specification for Industrial and Commercial Horizontal Slide Gates, Type II, Class 2. See 3.02 B.
  - D. American Welding Society AWS D1.2 Structural Welding Code. See 2.01 D and 2.03 D.
- 2 SUBMITTAL:
  - A. Product Data:
    1. Provide manufacturer’s catalog cuts with printed specifications and installation instructions.2.
  - B. Shop Drawings:
    1. Supply shop drawings showing the gate system, including details of all major components.
    2. Include details of gate construction, gate height, and post spacing dimensions.
  - C. Certification of Performance Criteria:
    1. Manufacturer of gate system shall provide certification stating the gate system includes the following material components that provide superior performance and longevity. Alternate designs built to minimum standards that do not include these additional structural features shall not be accepted.
      - a. Gate track system shall be keyed to interlock into gate frame member (providing 200% additional strength when compared to weld only keyless systems). When interlocked with and welded to the "keyed" frame top member, gate track forms a composite structure.
      - b. Gate shall have a minimum counterbalance length of 50% opening width which provides a 36% increase in lateral resistance (when compared to ASTM minimum of 40% counterbalance). If gate is ever to be automated, counterbalance section shall be filled with fabric or other specified material.
      - c. To provide superior structural integrity, intermediate vertical members shall be used - with spacing between verticals to be less than 50% of the gate frame height.
      - d. Entire gate frame (including counterbalance section) shall include 2 adjustable stainless or galvanized steel cables (minimum 3/16”) per bay to allow complete

gate frame adjustment (maintaining strongest structural square and level orientation).

- e. Gate truck assemblies shall be tested for continuous duty and shall have precision ground and hardened components. Bearings shall be pre-lubricated and contain shock resistant outer races and captured seals.
- f. Gate truck assemblies shall be supported by a minimum 5/8" plated steel bolt with self aligning capability, rated to support a 2,000 # reaction load.
- g. Hanger brackets shall be hot dipped galvanized steel with a minimum 3/8" thickness that is also gusseted for additional strength.
- h. Gate top track and supporting hangar bracket assemblies shall be certified by a licensed professional engineer to withstand a 2,000 lb. vertical reaction load without exceeding allowable stresses.

D. Certifications:

- 1. Gate in compliance with ASTM F 2200, Standard Specification for Automated Vehicular Gate Construction per section 2.01 C.
- 2. The aluminum welders and welding process must be certified per section 2.03 D.
- 3. Manufacturer shall supply gate design performance certification as per section 1.03 C.

3 CANTILEVER SLIDE GATE MANUFACTURERS:

- A. The cantilever sliding gate system shall be manufactured by Tymetal Corp., 678 Wilbur Avenue, Greenwich, NY 12834 (800) 328 4283.
- B. Approved substitution - All other systems must be submitted to the Resident Engineer for consideration in accordance with substitution requirements as set forth in the general provisions of the specification manual for review prior to approval of materials. Products submitted must meet performance criteria as per this specification. Approval of any substitution is at the discretion of the Owner and the Illinois Division of Aeronautics (IDA). Any approved substitutions will not be permitted to increase the overall cost of the associated pay item as bid. Any modifications to the existing gate, controllers and other elements to remain and be reused required due to approval of a substitution will be incidental to the associated pay item.
- C. Gate manufacturer shall certify gate is manufactured in compliance with ASTM F 2200, Standard Specification for Automated Vehicular Gate Construction. See 1.03 D.1.
- D. Gate manufacturer shall provide independent certification as to the use of a documented Welding Procedure Specification and Procedure Qualification Record to insure conformance to the AWS D1.2 welding code. Upon request, Individual Certificates of Welder Qualification

documenting successful completion of the requirements of the AWS D1.2 code shall also be provided. See 1.03 D.3.

4 GATE DIMENSIONS:

A. Fortress Heavy Duty Cantilever Slide Gate dimensions shall be as shown on the detail drawings.

5 GATE CONSTRUCTION DETAILS:

A. Gate Frame:

1. The gate frame shall be fabricated from 6063-T6 aluminum alloy extrusions. The top member shall be a 3" x 5" (76mm x 127mm) aluminum structural channel/tube extrusion weighing not less than 3.0 lb/lf (4.4kg/m). To maintain structural integrity this frame member shall be "keyed" to interlock with the "keyed" track member. If fabricated as a single horizontal piece, the bottom member shall be a 2" x 5" (51mm x 127mm) aluminum structural tube weighing not less than 2.0 lb/lf (2.9kg/m). If fabricated in two horizontal pieces, the bottom member shall be a 5" (127mm) aluminum structural channel weighing not less than 2.6 lb/lf (3.8kg/m). When the gate frame is manufactured in two horizontal pieces or sections, they shall be spliced in the field (the gate frame shall be fabricated in one or multiple sections depending on size requirements or project constraints).

B. Vertical Members (Chain Link):

1. The vertical members at the ends of the gate frame shall be "P" shaped in cross section with a nominal base dimension of no less than 2" x 2" (51mm x 51mm) and weighing not less than 1.6 lb/lf (2.3kg/m). Major 2" x 2" (51mm x 51mm) vertical members weighing not less than 1.1 lb/lf shall separate each bay and shall be spaced at less than gate height intervals.

2. Intermediate 1" x 2" (25mm x 51mm) vertical members weighing not less than .82 lb/lf shall alternate between 2" x 2" major members.

C. Gate Track:

1. The gate frame shall have a separate semi-enclosed "keyed" track, extruded from 6005A-T61 or 6105-T5 aluminum alloy, weighing not less than 2.9 lb/lf (4.2kg/m). The track member is to be located on only one side of the top primary. Welds to be placed alternately along the top and side of the track at 9" (229mm) centers with welds being a minimum of 2" (51mm).

D. All welds on the gate frame shall conform to Welding Procedure Specification and Procedure Qualification Record to insure conformance to the AWS D1.2 Structural Welding Code. All individual welders shall be certified to AWS D1.2 welding code. See 1.02 D.

- E. Gate Mounting:
    1. The gate frame is to be supported from the track by two (2) swivel type, self-aligning, 4 wheeled, sealed lubricant, ball-bearing truck assemblies.
    2. The bottom of each support post shall have a bracket equipped with a pair of 3" (76mm) UHMW guide wheels. Wheel cover protectors shall be included with bottom guides to comply with UL325.
    3. Gap protectors shall be provided and installed, compliant with ASTM F 2200-05.
  - F. Diagonal Bracing:
    1. Diagonal "X" bracing of 3/16" or 1/4" diameter stainless or galvanized steel cable shall be installed throughout the entire gate frame.
  - G. The gate shall be completed by installation of approved filler as specified.
    1. Chain Link: 2" x 2" x 9 gauge aluminized steel chain link fabric shall extend the entire length of the gate (if operated gate, counterbalance must also have fabric to prevent reach through and comply with ASTM F2200, see 1.03 C.1) Fabric shall be attached at each end of the gate frame by standard fence industry tension bars and tied at each 2" x 2" (51mm x 51mm) vertical member with standard fence industry ties. ASTM F2200 requires attachment method that leaves no leading or bottom edge protrusions (cannot exceed 0.5 inch).
- 6 POSTS:
- A. A single set of support posts shall be minimum 4" O.D. (102mm) round SS40 or 4" x 4" x 3/16" wall square steel tubing, grade 500. Gate posts shall be galvanized or coated and supported in concrete footings as specified by the design team.
- 7 FINISH:
- A. Gate to black color coated with polyester powder as specified. The gate (including any new track member) and all new accessories shall be pretreated chemically by sand blasting or other acceptable method to ensure proper coating adherence.
- 8 WARRANTY:
- A. The truck assembly shall be warranted against manufacturing defects by the manufacturer for a period of (5) five years from date of sale.
- 9 INSTALLATION:
- A. Final grades and installation conditions shall be examined. Installation shall not begin until all unsatisfactory conditions are corrected. Equipment in this section shall be installed in strict accordance with the company's printed instructions unless otherwise shown on the contract drawings.

- B. The gate and installation shall conform to ASTM F 1184 standards for aluminum cantilever slide gates, Type II, Class 2. See 1.02 C.
- C. If the gate system is to be automated, the gate and installation shall also comply with ASTM F 2200 and UL 325. See 1.02 A and 1.02 B. For automated gates the existing power/control system will be utilized and reconnected to the new gate.

10 SYSTEM VALIDATION:

- A. The complete system shall be adjusted to assure it is performing properly.
- B. The system shall be operated for a sufficient period of time to determine that the system is in proper working order.
- C. For operated gate systems - test and verify safety features:
  1. Each system feature and device is a separate component of the gate system.
  2. Read and follow all instructions for each component.
  4. The warning signs on the existing gate must be removed, stored and reinstalled in prominent position on both sides of the gate.

162-2.5 RESERVED

162-2.6 MISCELLANEOUS FITTINGS AND HARDWARE. All fittings and accessories shall be vinyl coated and manufactured in accordance with Federal specification RR-F191/4D. Color to be selected by Resident Engineer.

A. Terminal Post Cap:  
Pressed steel.

B. Line Post Cap:  
Pressed steel.

C. Tension Bars:  
3/16" X 3/4" steel - Provide one tension bar for each gate and end post, and two for each corner and pull post.

D. Tension Bands:  
Fabricated from 12 gauge pressed steel. Spaced not over 14" O.C. to secure tension bars to terminal posts. Bands shall have beveled edges.

E. Brace Bands:  
Fabricated from 12 gauge pressed steel. Bands are to secure rail ends and truss rods to terminal posts. Bands shall have beveled edges.

F. Fabric Ties:  
PVC coated 9 gauge (0.148") OD Aluminum.

G. Rail Ends:  
Steel.

H. Sleeves:  
PVC coated steel.

I. Boulevard Clamps:  
Pressed steel, with 5/16" diameter carriage bolts.

J. Bolts and Nuts:  
ASTM A 307, Grade A, coated to match color of fence fabric.

162-2.7 CONCRETE. Concrete shall be produced and placed in accordance with Item 610.

A high early strength concrete may be used. The concrete mix design shall be approved for use by the Illinois Division of Aeronautics prior to using it on the project.

162-2.8 RESERVED

162-2.9 WELDING. Structural members of gates which are in contact shall be fully welded by a method that will procure a continuous weld on all sides and faces of joints at exposed edges. Surplus welding material shall be removed.

162-2.10 SIGNS. The Contractor shall provide and install Restricted Area signage as shown on the plans. Existing signage on fence to be removed, stored and reinstalled on the new fence.

162-2.11 CRUSHED AGGREGATE BASE COURSE - 6" (CA-6). Crushed aggregate shall be constructed and compacted prior to the placement of the fence barrier for limits of the fence as identified in the Plans. The granular aggregate material shall consist of crushed stone meeting the material requirements set forth in IDOT Standard Specifications for Road and Bridge Construction, latest edition, Section 351. The material gradation shall be as follows:

All granular cradles shall be compacted to 90% of the maximum density.

The work shall include the handling and disposal of all material cleared, excavated, or

**SIEVE SIZE PERCENT PASSING**

Sieve Size	(IDOT CA-6)
1-1/2"	100
1"	95 + 5
1/2"	75 + 15
No. 4	43 + 13
No. 16	25 + 15
No. 200	8 + 4

removed, regardless of the type, character, composition, or condition of such material encountered. All excess spoils associated with the installation of the CA-6 will be hauled off site.

**CONSTRUCTION METHODS**

162-3.1 CLEARING FENCE LINE & TOPSOIL REMOVAL. The site of the fence shall be sufficiently cleared of obstructions, and surface irregularities shall be graded so that the fence will conform to the general contour of the ground. The fence line shall be cleared to a minimum width of 2 feet on each side of the centerline of the fence and additionally as necessary for installation of the wildlife deterrent barrier. This clearing shall consist of the removal of all stumps, brush, rocks, trees, or other obstructions which will interfere with proper construction of the same fence. Stumps within the cleared area of the fence line shall be grubbed or excavated. All brush, stumps, and other debris which would interfere with the proper construction of the underground wildlife deterrent fence barriers in the required location must be removed. The material removed and disposed of will not constitute a pay item and will be considered included in the fence construction. All holes remaining after post and stump removal shall be refilled with suitable soil, gravel, or other material acceptable to the Resident Engineer and shall be compacted properly with tampers.

The work shall include the handling and disposal of all material cleared, excavated, or removed, regardless of the type, character, composition, or condition of such material encountered.

After clearing the fence line additional soil/material removal is required as identified in the Plans to a width of 2 feet wide on each side of the centerline of the fence to a depth of 6 inches for placement of CA-6 material. The removal of this soil/material for the CA-6 placement will be paid under item AR152460 Topsoil Stripping.

162-3.2 INSTALLING POSTS. All posts shall be spaced not more than 10 feet apart as

shown on the plans. Terminal (end, corner, pull, and brace) and gate posts shall be set 42 inches in concrete bases as shown on the plans. All line posts shall be set 42 inches in concrete bases as shown on the plans. The top of the concrete bases shall be 6 inches below the ground/CA-6 aggregate, trowel finished, and sloped to drain away from the posts. Holes of full depth and size for the concrete bases for posts shall be dug to the size and depth as shown on the plans. The removal of the materials for the concrete and post installation will be paid separately as unclassified excavation under Pay Item AR152410.

Blasting of rock or other obstructions shall be done if necessary. All post settings shall be done carefully so that all posts shall be vertical and in true alignment and rigidly secured in position.

On terminal (end, corner, pull, and brace) and gate posts, the post tops and brace rail clamps around the posts shall be placed before setting the posts in concrete bases. In setting the gate posts, great care must be taken to make sure that gate posts are set the exact distance apart as shown on the plans. For example, posts for a 6-foot gate must be set so as to leave an opening exactly 6 feet wide. A line drawn across from the top of one gate post to the other must be level, regardless of the grade at the ground line.

If the ground is not level, the upgrade gate post shall be set first to get the proper height for the downgrade gate post. The concrete bases for end, corner, pull, brace, and gate posts shall be placed first and allowed to cure for 14 days. The concrete bases for line posts shall be allowed to cure for 7 days. Stretcher bar bands and truss bands as specified on the plans shall be spread and slipped on end, corner, pull, brace, and gate posts as the next operation. Post tops are then inserted on all other posts. No extra compensation shall be made for rock excavation. Rock excavation shall not be grounds for extension of time.

All posts shall be set to a minimum depth of 48 inches below the existing ground line. The fence shall not be erected until the concrete encasement around the post has cured 7 days or reached a compressive strength of 2,500 psi. If a high-early strength concrete is used the fence may be erected once the concrete has reached a compressive strength of 2,500 psi. The Contractor will be responsible for concrete testing other than at 28 days for final concrete acceptance.

All excess spoils associated with the installation of the fencing will be hauled off site.

162-3.3 INSTALLING TOP RAILS. To start the installation, a length of top rail shall be run through the first couple of post tops; a rail clamp shall be assembled on the end, corner, or gate post, as the case may be. The end of the rail already placed shall be butted into the clamp and fastened. The top rail shall be installed along the run of the fence and the various sections joined with sleeve couplings. At no more than every 100 feet an expansion coupling shall be placed to take care of expansion and contraction of the rail. The rail shall be clamped in the end, corner, or gate post at the end of the run of the installation of top rail.

162-3.4 INSTALLING BRACES. All horizontal braces shall be attached together with truss rods at all terminal (end, corner, and pull) and gate posts to the brace posts as shown on the plans.

162-3.5 INSTALLING FABRIC. The fabric shall be unrolled on the outside of the fence line with the bottom edge of the fabric against the posts. The various rolls shall be spliced by bringing the ends close together and weaving in a picket in such a way that it will engage both of the roll ends and catch with each twist each separate mesh of the end pickets of both rolls of fabric. The fabric shall be raised and tied loosely to the top rail with a temporary tie wire at intervals of about 20 feet. The fabric shall be installed by a method approved by the Engineer. One method used is given below.

A. At end, corner, or gate posts, the stretcher bar shall be slipped through the end picket of the fabric and the stretcher bar bands at the same time. Then the bolts in the stretcher bar band shall be tightened. Additional rolls of fabric shall be spliced and placed as the erection progresses along the fence.

B. In long sections, the fence shall be stretched at intervals of about 100 feet. After the stretching is complete, the fabric shall be tied to the top rails with No. 6 gauge galvanized wire clips securely clinched at the back of the rail. The fastenings shall be spaced not more than 24 inches on centers for the top rail.

C. The fabric shall be attached to the line posts with No. 6 gauge galvanized wire clips securely clinched to the back of the line posts. The fastenings shall be spaced more than 14 inches on centers for line posts. The topmost clip shall be placed on the line post as near the top of the fabric as possible and the lowest clip as near the bottom of the fabric as possible.

D. At terminal (end, corner, and pull) and gate posts the fabric shall be fastened with stretcher bars and bands. The fastenings shall be spaced not more than 14 inches on centers for terminal (end, corner, and pull) and gate posts. The topmost band shall be placed on these posts as near the top of the fabric as possible and the lowest band as near the bottom of the fabric as possible.

Standard chain-link fence stretching equipment shall be provided for stretching the fabric before tying it to the rails and posts. The stretching and tying operations shall be repeated about every 100 feet until the run of fence is completed. Equipment of one type for performing the stretching operation may be composed of four pieces of lumber (2 x 4's or larger) cut into a slightly shorter length than the width of the fabric. The pieces shall be bored for six bolts of about 1/2 or 5/8-inch diameter and shall be assembled as shown on the plans. One pair shall be used for stretching the fabric and both pairs shall be used for making a closure of a run of the fence.

Before making a closure, the other end of the run shall be fastened to the end, corner, or gate post as described previously. The operation of making a closure of a run shall be as follows.

The stretching equipment as described above shall be clamped on the ends of the fabric parallel to each other and about 5 feet apart when the tension is first applied. The stretching shall continue until the slack has been removed from both sections of the fabric. If the ends overlap, the fabric shall be cut to match. The ends shall be joined by the insertion of a picket similar to the method of connecting two rolls of fabric.

162-3.6 ELECTRICAL GROUNDS. Continuous fence shall be grounded at intervals not exceeding 500 ft. There shall be a ground within 100 ft. of gates in each section of the fence adjacent to the gate.

Fence under a power line shall be grounded by three grounds, one directly under the crossing and one on each side 25 to 50 ft away. A single ground shall be located directly under each telephone wire or cable crossing.

The ground shall be accomplished with a copper clad rod 8 feet long and a minimum of 5/8 inch in diameter driven vertically until the top is 6 inches below the ground surface. A No. 6 solid copper conductor shall be clamped to the rod and to the fence in such a manner that each element of the fence is grounded. Installation of ground rods shall not constitute a pay item and shall be considered incidental to fence construction.

162-3.7 GENERAL. 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 or upon the request of the Contractor, the Resident Engineer shall locate the position of the work by establishing and marking the property line or fence line. When directed, the Contractor shall span the opening below the fence with barbed wire fastened to stakes of the required length at locations of small natural or drainage ditches where it is not practical to conform the fences to the general contour of the ground surface, as required. The new fence shall be permanently tied to the terminals of existing fences whenever required by the Resident Engineer. 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.

When directed, in order to keep stock on adjoining property enclosed at all times, the Contractor shall arrange the work so that construction of the new fence will immediately follow the removal of existing fences. The length of unfenced section at any time shall not exceed 300 feet or it shall be of such length that the stock can be kept in the proper field. The work shall progress in this manner and at the close of the working day the newly constructed fence shall be tied to the existing fence. Openings in the fence shall be guarded when stock is using the adjoining property.

162-3.8 INSTALLING GATES. The gates shall be hung on gate fittings as shown on the plans. The lower hinge (ball and socket type) shall be placed on top of the concrete footing in which the gate post is set; the concrete in the footings shall extend up to the bottom of the

lower hinge. The sockets for the cane or foot bolts shall be set in concrete so that the plunger pin will fit perfectly in the socket when the gate is in a closed position. Gates shall be erected to swing in the direction indicated and shall be provided with gate stops as specified or as shown on the plans. All hardware shall be thoroughly secured, properly adjusted, and left in perfect working order. Hinges and diagonal bracing in gates shall be adjusted so that the gates will hang level. Electric gates will be installed and connected to the existing gate power/control system including all work needed to provide integration into the existing gate power/control system to provide a fully functional gate.

162-3.9 EXISTING FENCE CONNECTIONS. Wherever the new fence joins an existing fence, either at a corner or at the intersection of straight fence lines, a corner post with a brace post shall be set at the junction and braced the same as herein described for corner posts or as shown on the plans.

If the connection is made at other than the corner of the new fence, the last span of the old fence shall contain a brace span.

162-3.10 CLEANING UP. The Contractor shall remove from the vicinity of the completed work all tools, buildings, equipment, etc., used during construction.

162-3.11 FENCE AND GATE REMOVAL. These items shall consist of complete removal of existing fence and gates (fabric, posts, signs and other hardware) as shown on the plans. The Airport Management shall have the option of keeping the removed fence and gates. If the Airport Management chooses, the removed fence material shall become the property of the Contractor, and shall be removed from the airport property.

## METHOD OF MEASUREMENT

162-4.1 Class E Fence - 8' shall be measured in place from outside to outside of end posts or corner posts and shall be the length of fence actually constructed, except the space occupied by the gates.

162-4.2 Gates. Cantilevered (electric and manual), combination (electric and manual), and/or swing gates shall be measured in units for each gate installed and accepted.

162-4.3 Fence and Gate Removals. Fence removal to be paid for shall be the actual length of fence (including post widths) removed, except for the space occupied by the gates. Gate removals shall be measured in units for each gate removed.

162-4.4 Barbed Wire 3 Strands. Barbed Wire 3 Strands to be paid for shall be the actual length of fence existing or new measured in linear feet in accordance with the Contract Documents.

162-4.5 Vinyl Fence Upgrade. Vinyl Fence Upgrade to be paid for shall be the actual length of new fence including the non-sliding gate lengths measured in linear feet in accordance with the Contract Documents. Sliding gates are not included which are powder coated, incidental to the gate. This item is an additive alternate and will be awarded at the discretion of the Illinois Department of Transportation.

### **BASIS OF PAYMENT**

162-5.1 Class E Fence – 8’ payment will be made at the contract unit price per linear foot for chain-link fence. This price shall be full compensation for furnishing all materials and for all preparation, erection, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item. Incidental work and materials necessary to complete the item shall include, but is not limited to: installation of protective electrical grounds; temporary security measures for the AOA. Installation of wildlife deterrent barrier will be measured and paid as indicated in Special Provision – Item 163 – Wildlife Deterrent Barrier. The removal of the materials for the concrete and post installation will be paid separately as unclassified excavation under Pay Item AR152410. Barbed Wire 3 Strand will be paid for separately under pay Item AR801762. Vinyl coating of the fence will be paid for separately under Item AS162401.

162-5.2 Gates. Payment will be made at the contract unit price per each for cantilevered (electric and manual), combination (electric and manual), and/or swing gates. This price shall be full compensation for furnishing all materials, for all preparation, erection, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item. Incidental work and materials necessary to complete the item shall include, but are not limited to: installation of protective electrical grounds; temporary security measures for the AOA. Installation of wildlife deterrent concrete pads will be measured and paid as indicated in Special Provision – Item 163 – Wildlife Deterrent Barrier.

162-5.3 Fence and Gate Removals. Fence removal payment shall be made at the contract unit price per linear foot for fence removal. This price shall be full compensation for furnishing all materials and for all removals, restoration, including grading, backfilling, seeding and mulching, and disposal, and for all labor, equipment, tools, and incidentals necessary to complete this item.

Gate removal payment will be paid at the contract unit price per each for cantilevered (electric and manual), combination (electric and manual), and/or swing gate removal. This price shall be full compensation for furnishing all materials and for all removals, restoration, including grading, backfilling, seeding and mulching, and disposal, and for all labor, equipment, tools, and incidentals necessary to complete this item.

162-5.4 Barbed Wire 3 Strands payment will be made at the contract unit price per linear foot for Barbed Wire 3 Strands. This price shall be full compensation for furnishing all

materials and for all preparation, modifications needed to existing fence, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item. Incidental work and materials necessary to complete the item shall include but is not limited to: modifications to existing fencing to allow for the installation of barbed wire and associated appurtenances, including angle arms, post extensions, welding, wire installation, and any other items or activities required to install the 3 strand barbed wire on the existing or new fence.

162-5.5 Gate Adjustments. Payment will be made at the contract unit price per each for cantilevered (electric and manual), combination (electric and manual), and/or swing gate adjustment. This price shall be full compensation for furnishing all materials, for all preparation, removal and reinstallation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item. Incidental work and materials necessary to complete the item shall include, but are not limited to: partial curb cutting and site regrading necessary to make gate adjustment; and temporary security measures for the AOA.

162-5.6 Vinyl Fence Upgrade to be paid at the contract unit price per linear foot for Vinyl Fence Upgrade. Vinyl coating will be applied at the same time as manufacture of the fencing materials and is inclusive of all efforts required to coat the fencing with the vinyl coating inclusive of any repairs required in the field. This item is an additive alternate and will be awarded at the discretion of the Illinois Department of Transportation.

Payment will be made under:

Item AR162216	Class E Manual Slide Gate - 16' - per Each (EA)
Item AR162224	Class E Manual Slide Gate - 24' - per Each (EA)
Item AR162508	Class E Fence - 8' - per Linear Foot (LF)
Item AR162608	Class E Gate - 8' - per Each (EA)
Item AR162610	Class E Gate - 10' - per Each (EA)
Item AR162716	Electric Gate - 16' - per Each (EA)
Item AR162900	Remove Class E Fence - per Linear Foot (LF)
Item AR162908	Remove Electric Gate - per Each (EA)
Item AR162910	Remove Class E Gate - per Each (EA)
Item AR162920	Remove Manual Slide Gate - per Each (EA)
Item AR162948	Adjust Electric Gate - per Each (EA)
Item AR801762	Barbed Wire 3 Strands - per Linear Foot (LF)

Item AS162401

Vinyl Fence Upgrade - per Linear Foot (LF)

**END OF ITEM 162**

## ITEM 163 WILDLIFE DETERRENT BARRIER

### DESCRIPTION

**163-1.1** This item shall consist of furnishing and installing chain-link fence fabric underground along a chain link fence, constructing concrete pads at fence gates in accordance with these specifications and the details shown on the drawings and in conformity with the lines and grades shown on the plans or established by the Resident Engineer.

### MATERIALS

**163-2.1 CHAIN LINK FENCE FABRIC.** The fabric shall be woven with a 9-gauge galvanized steel wire in a 2-inch (50 mm) mesh and shall meet the requirements of ASTM A 392, Class II. The fabric shall be 5'-0" wide.

**163-2.2 WIRE TIES AND TENSION WIRES.** Wire fabric ties, wire ties, and tension wire for use in conjunction with a given type of fabric shall be of the same material identified with the fabric type. The tension wire shall be 7-gauge coiled spring wire coated similarly to the respective wire fabric being used.

Wire fabric ties shall be hog rings of galvanized steel wire not less than 9-gauge.

**163-2.3 MISCELLANEOUS FITTINGS AND HARDWARE.** Miscellaneous steel fittings and hardware for use with zinc-coated steel fabric shall be of commercial grade steel or better quality, wrought or cast as appropriate to the article, and sufficient in strength to provide a balanced design when used in conjunction with fabric posts, and wires of the quality specified herein. All steel fittings and hardware shall be protected with a zinc coating applied in conformance with ASTM A 153.

**163-2.4 CONCRETE PADS AT GATES.** Concrete shall be of a commercial grade with a minimum 28-day compressive strength of 3000 psi. Concrete shall be in accordance with Item 610 Structural Portland Cement Concrete.

**163-2.5 MARKING.** Each roll of fabric shall carry a tag showing the kind of base metal, kind of coating, the gauge of the wire, the length of fencing in the roll, and the name of the manufacturer. Posts, wire, and other fittings shall be identified as to manufacturer, kind of base metal, and kind of coating.

### CONSTRUCTION METHODS

**163-3.1 CLEARING FENCE LINE.** All brush, stumps, logs, and other debris which would interfere with the proper construction of the WILDLIFE DETERRENT BARRIER in the required location shall be removed a minimum width of 4 feet on the side of the fence centerline before starting WILDLIFE DETERRENT BARRIER construction operations. The material removed and

disposed of offsite shall not constitute a pay item and shall be considered incidental to WILDLIFE DETERRENT BARRIER construction.

**163-3.2 INSTALLING FABRIC.** Excavate ground to the depth required for proper installation of the fabric. Obtain Resident Engineer's approval of depth of excavation before placing the wire fabric. Place the fabric and lap splice it to existing fence fabric and tie with wire ties at 2 foot 0 inch spacing. Cut wire fabric around fence post footing to allow proper placement. Backfill with native soil to original grade. Compact all backfill and fill to attain 90% of AASHTO T-180. Any damage caused to the existing fencing during installation is to be repaired to the satisfaction of the Resident Engineer and is incidental to the contract.

#### METHOD OF MEASUREMENT

**163-4.1 WILDLIFE DETERRENT BARRIER.** Wildlife deterrent barrier shall be measured for payment by the linear foot of chain-link fence fabric installed to the nearest foot. Measurement shall be along the fence from center to center of end or corner posts, excluding the length occupied by gate openings.

**163-4.2 CONCRETE PADS AT GATES.** Concrete pads at gates shall be measured by the Cubic Yard as in Item AR610510 and in accordance with Item 610 in the Standard Specifications for Construction of Airports.

**163-4.3 BORROW FILL MATERIAL.** Borrow material for fill as necessary will be furnished by the Contractor. This shall not be measured for payment.

#### BASIS OF PAYMENT

**163-5.1 WILDLIFE DETERRENT BARRIER.** Payment for chain-link fence fabric used to construct the wildlife deterrent barrier shall be made at the contract unit price per linear foot. This price shall be full compensation for furnishing materials, all labor (including preparation, excavation, backfill, fill, and installation), equipment, tools, and incidentals necessary to complete this item.

**163-5.2 CONCRETE PADS AT GATES.** Concrete pads at gates shall be measured by the Cubic Yard and placed in accordance with Item 610 in the Standard Specifications for Construction of Airports. This price shall be full compensation for furnishing materials, all labor (including preparation, excavation, backfill, placement of concrete, reinforcing steel, and forms), equipment, tools, and incidentals necessary to complete this item. Material utilized in excess of what is identified in the Plans will not be measured for payment and will be incidental.

Payment will be made under:

Item AR801759	Wildlife Deterrent Barrier - per Linear Foot (LF)
Item AR801760	Concrete Pad at Gates - per Cubic Yard (CY)

#### END OF ITEM 163

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PHASE II - UPGRADE WILDLIFE HAZARD  
FENCING ON SOUTHERN AND WESTERN BOUNDARIES  
DUPAGE AIRPORT

WILDLIFE DETERRENT BARRIER

**ITEM 209 CRUSHED AGGREGATE BASE COURSE**

**BASIS OF PAYMENT**

209-5.1

ADD:

Payment will be made under:

Item AR209606    Crushed Aggregate Base Course - 6" - per Square Yard (SY)

**END OF ITEM 209**

**ITEM 901 SEEDING**

**BASIS OF PAYMENT**

901-5.1

ADD:

Payment will be made under:

Item AR901510 Seeding - per Acre (AC)

**END OF ITEM 901**

## ITEM 905 TOPSOILING

### METHOD OF MEASUREMENT

905-4.1

DELETE:

The text in this section.

ADD:

No separate measurement will be made for topsoil placement. Topsoil removed as part of Unclassified Excavation and/or Topsoil Stripping to be utilized for topsoiling.

### BASIS OF PAYMENT

No individual 905-5.1

DELETE:

The text in this section.

ADD:

No individual payment for topsoil material shall be made. Topsoil to be utilized is included in the Unclassified Excavation and/or Topsoil Stripping pay items and is to be placed as required per the Contract Documents at no additional cost to the contract.

**END OF ITEM 905**

**ITEM 908 MULCHING**

**BASIS OF PAYMENT**

908-5.1

ADD:

Payment will be made under:

Item AR908510 Mulching - per Acre (AC)

**END OF ITEM 908**