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Letting April 25, 2025

Notice to Bidders, Specifications and Proposal

WARNING: FAA Buy American Preference provisions apply to this contract. Failure to submit a "Certification of Compliance with FAA Buy American Preference – Construction Projects" form in accordance with the bidding procedures set forth herein (Appendix A4) will result in the bid being declared non-responsive.



**Illinois Department
of Transportation**

Springfield, Illinois 62764

**Contract No. DI036
Dixon Municipal Airport
Dixon, Illinois
Lee County
Illinois Project No. C73-5197
SBG Project No. 3-17-SBGP-TBD**



1. **TIME AND PLACE OF OPENING BIDS.** Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 12:00 p.m. on April 25, 2025, at which time the bids will be publicly opened from the iCX SecureVault.
2. **DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. DI036
Dixon Municipal Airport
Dixon, Illinois
Lee County
Illinois Project No. C73-5197
SBG Project No. 3-17-SBGP-TBD**

Replace Automated Weather Observation System

For engineering information, please contact Adam Moulton, P.E. of Crawford, Murphy & Tilly, Inc. at 630.253.6214.

3. INSTRUCTIONS TO BIDDERS.

- (a) This Notice, the invitation for bids, proposal and letter of award shall, together with all other documents in accordance with Article 10-23 of the Standard Specifications for Construction of Airports (Adopted March 22, 2023), become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.
- (b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.

4. **AWARD CRITERIA AND REJECTION OF BIDS.** This contract will be awarded within 90 calendar days to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the rules, Invitation for Bids and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to readvertise the proposed improvement, and to waive technicalities.

5. **PRE-BID CONFERENCE.** N/A

6. **DISADVANTAGED BUSINESS POLICY.** The DBE goal for this contract is 3.0%.

7. **SPECIFICATIONS AND DRAWINGS.** The work shall be done in accordance with the Standard Specifications for Construction of Airports (Adopted March 22, 2023), the Special Provisions dated February 28, 2025, and the Construction Plans dated February 28, 2025 as approved by the Illinois Department of Transportation, Division of Aeronautics.

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

a. Additive Alternates

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

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

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

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

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

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

b. Optional Alternates

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

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

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

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

The contract time for this contract is 14 calendar days.

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

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

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

By Order of the
Illinois Department of Transportation

Gia Biagi,
Acting Secretary

ILLINOIS DEPARTMENT OF TRANSPORTATION
DIVISION OF AERONAUTICS

REQUIRED CONTRACT PROVISIONS FOR STATE FUNDED AIRPORT CONSTRUCTION PROJECTS

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

DISADVANTAGED BUSINESS POLICY

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

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

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

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

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

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

SPECIAL PROVISION FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: January 2, 2025

1. OVERVIEW AND GENERAL OBLIGATION. The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR Part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified in accordance with the requirements of 49 CFR Part 26 and listed in the Illinois Unified Certification Program (IL UCP) DBE Directory. Award of the contract is conditioned on meeting the requirements of 49 CFR Part 26, and failure by the Contractor to carry out the requirements of Part 26 is a material breach of the contract and may result in the termination of the contract or such other remedies as the Department deems appropriate.
2. CONTRACTOR ASSURANCE. All assurances set forth in FHWA 1273 are hereby incorporated by reference and will be physically attached to the final contract and all subcontracts.
3. CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. The Department has determined the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies and that, in the absence of unlawful discrimination and in an arena of fair and open competition, DBE companies can be expected to perform 3.0% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work in accordance with the requirements of 49 CFR 26.53 and SBE Memorandum No. 24-02.
4. IDENTIFICATION OF CERTIFIED DBE. Information about certified DBE Contractors can be found in the Illinois UCP Directory. Bidders can obtain additional information and assistance with identifying DBE-certified companies at the Department's website or by contacting the Department's Bureau of Small Business Enterprises at (217) 785-4611.
5. BIDDING PROCEDURES. Compliance with this Special Provision and SBE Policy Memorandum 24-02 is a material bidding requirement. The following shall be included with the bid.

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

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

The Department will not accept a bid if it does not meet the bidding procedures set forth herein and the bid will be declared non-responsive. A bidder declared non-responsive for failure to meet the bidding procedures will not give rise to an administrative reconsideration. In the event the bid is declared non-responsive, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty and may deny authorization to bid the project if re-advertised for bids.

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

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

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

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

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

SPECIAL PROVISION FOR WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

Revised: January 2, 2025

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

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

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

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

SPECIAL PROVISION FOR SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: November 2, 2017

Revised: April 1, 2019

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

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

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

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

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

SPECIAL PROVISION FOR PAYMENTS TO SUBCONTRACTORS

Effective: November 2, 2017

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

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

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

When progress payments are made to the Contractor according to Article 90-07 of the Standard Specifications, the Contractor shall make a corresponding payment to each subcontractor and material supplier in proportion to the work satisfactorily completed by each subcontractor and for the material supplied to perform any work of the contract. The proportionate amount of partial payment due to each subcontractor and material supplier throughout the contracting chain shall be determined by the quantities measured or otherwise determined as eligible for payment by the Department and included in the progress payment to the Contractor. Subcontractors and material suppliers shall be paid by the Contractor within 15 calendar days after the receipt of payment from the Department. The Contractor shall not hold retainage from the subcontractors. These obligations shall also apply to any payments made by subcontractors and material suppliers to their subcontractors and material suppliers; and to all payments made to lower tier subcontractors and material suppliers throughout the contracting chain. Any payment or portion of a payment subject to this provision may only be withheld from the subcontractor or material supplier to whom it is due for reasonable cause. If reasonable cause is asserted, written notice shall be provided to the applicable subcontractor and/or material supplier and the Engineer within five days of the Contractor receiving payment. The written notice shall identify the contract number, the subcontract or material purchase agreement, a detailed reason for refusal, the value of payment being withheld, and the specific remedial actions required of the subcontractor and/or material supplier so that payment can be made.

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

SPECIAL PROVISION FOR SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE)

Effective: April 2, 2018

Subcontractor and Disadvantaged Business Enterprise Payment Reporting

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

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

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

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

Effective: February 1, 1969

Revised: January 1, 2017

EQUAL EMPLOYMENT OPPORTUNITY

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

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

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and IDOT and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or IDOT, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts, and work sites by personnel of IDOT and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify IDOT and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with these provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

SPECIAL PROVISION FOR SUBMISSION OF PAYROLL RECORDS (BDE)

Effective: April 1, 2021

Revised: November 2, 2023

STATEMENTS AND PAYROLLS

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

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

SPECIAL PROVISION FOR NPDES CERTIFICATION

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

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

The Airport Owner or its Agent will:

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

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

SPECIAL PROVISION FOR COMPLETION TIME VIA CALENDAR DAYS

It being understood and agreed that the completion within the time limit is an essential part of the contract, the bidder agrees to complete the work within 14 calendar days, unless additional time is granted by the Engineer in accordance with the provisions of the specifications. In case of failure to complete the work on or before the time named herein, or within such extra time as may have been allowed by extensions, the bidder agrees that the Department of Transportation shall withhold from such sum as may be due him/her under the terms of this contract, the costs, as set forth in Section 80-09 Failure to Complete on Time of the Standard Specifications, which costs shall be considered and treated not as a penalty but as damages due to the State from the bidder by reason of the failure of the bidder to complete the work within the time specified in the contract.

ILLINOIS WORKS APPRENTICESHIP INITIATIVE – STATE FUNDED CONTRACTS (BDE)

Effective: June 2, 2021

Revised: April 2, 2024

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

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

SPECIAL PROVISION FOR SUBMISSION OF BIDDERS LIST INFORMATION (BDE)

Effective: January 2, 2025

Revised: March 2, 2025

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

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

State of Illinois
Department of Transportation

SPECIAL PROVISION
FOR
SECTION 80 PROSECUTION AND PROGRESS

This Special Provision amends the provisions of the Standard Specifications for Construction of Airports (Adopted March 22, 2023) and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

80-09 Failure to complete on time.

ADD:

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

State of Illinois
Department of Transportation

SPECIAL PROVISION
FOR
SECTION 90 MEASUREMENT AND PAYMENT

This Special Provision amends the provisions of the Standard Specifications for Construction of Airports (Adopted March 22, 2023) and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

90-07 Partial payments.

DELETE: The entire section.

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

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

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

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

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

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

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

90-09 Trust agreement option.

DELETE: The entire section.

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

A1 ACCESS TO RECORDS AND REPORTS

A1.1 CONTRACT CLAUSE

ACCESS TO RECORDS AND REPORTS

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

A2 AFFIRMATIVE ACTION REQUIREMENTS

A2.1 SOLICITATION CLAUSE

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

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

Timetables

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

AREA COVERED (STATEWIDE)

Goals for Women apply nationwide.

GOAL

Goal (percent)

Female Utilization..... 6.9

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

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

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

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

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

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

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

A3 BREACH OF CONTRACT TERMS

A3.1 CONTRACT CLAUSE

This provision is required for all contracts that exceed the simplified acquisition threshold as stated in 2 CFR Part 200, Appendix II (A). This threshold is occasionally adjusted for inflation and is \$250,000.

BREACH OF CONTRACT TERMS

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

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

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

A4 BUY AMERICAN PREFERENCE

A4.1 SOLICITATION CLAUSES

A4.1.1 Certification of Compliance with FAA Buy American Preference Statement

FAA BUY AMERICAN PREFERENCE

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

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

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

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

A4.1.2 Illinois Department of Transportation, Division of Aeronautics Requirements

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

The Department will not accept a “Certification of Compliance with FAA Buy American Preference – Construction Projects” form if it does not meet the bidding procedures set forth herein and the bid will be declared non-responsive. In the event the bid is declared non-responsive, the Department may elect to cause the forfeiture of the penal sum of the bidder’s proposal guaranty and may deny authorization to bid the project if re-advertised for bids.

Any and all steel products used in the performance of this contract by the Contractor, subcontractors, producers, and suppliers are required to adhere to the Illinois Steel Products Procurement Act (30 ILCS 565/), which requires that all steel items be of 100 percent domestic origin and manufacture. Any products listed under the Federal Aviation Administration’s (FAA) nationwide approved list of “Equipment Meeting Buy American Requirements” shall be deemed as meeting the requirements of the Illinois Steel Products Procurement Act.

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

A4.1.3 Certification of Compliance with FAA Buy American Preference – Construction Projects

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

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

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

- a) To provide to the Illinois Department of Transportation, Division of Aeronautics and the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
 - b) To faithfully comply with providing U.S. domestic products.
 - c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
 - d) Certify that all construction materials used in the project are manufactured in the U.S.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To submit to the Illinois Department of Transportation, Division of Aeronautics and the FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
 - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
 - c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
 - d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
 - e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

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

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire

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

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

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

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

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

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

Date

Signature

Company Name

Title

A5 CIVIL RIGHTS - GENERAL

A5.1 CONTRACT CLAUSES

A5.1.1 General Clause that is used for Contracts, Lease Agreements, and Transfer Agreements

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A5.1.2 Specific Clause that is used for General Contract Agreements

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

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

A6.1 CONTRACT CLAUSE

A6.1.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

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

A6.1.2 Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).

Compliance with Nondiscrimination Requirements:

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

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

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

A7 CLEAN AIR AND WATER POLLUTION CONTROL**A7.1 CONTRACT CLAUSE**

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

CLEAN AIR AND WATER POLLUTION CONTROL

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

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

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

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

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**1. Overtime Requirements.**

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

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

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with

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

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

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

A9 COPELAND "ANTI-KICKBACK" ACT

A9.1 CONTRACT CLAUSE

COPELAND "ANTI-KICKBACK" ACT

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

A10 DAVIS-BACON REQUIREMENTS

A10.1 CONTRACT CLAUSE

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

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

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

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

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

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

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

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

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

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

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

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

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

3. Payrolls and Basic Records.

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

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

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

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

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

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

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

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

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

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

5. Compliance with Copeland Act Requirements.

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

6. Subcontracts.

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

7. Contract Termination: Debarment.

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

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

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

9. Disputes Concerning Labor Standards.

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

10. Certification of Eligibility.

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

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

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

A11 DEBARMENT AND SUSPENSION

A11.1 CERTIFICATION CLAUSES

A11.1.1 Bidder or Offeror Certification

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

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

A11.1.2 Lower Tier Contract Certification

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

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

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

A12 DISADVANTAGED BUSINESS ENTERPRISE

A12.1 REQUIRED PROVISIONS

A12.1.1 Solicitation Language (Solicitations that include a Contract Goal)

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

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

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

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

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

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

DISADVANTAGED BUSINESS ENTERPRISES

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

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

A13 DISTRACTED DRIVING

A13.1 CONTRACT CLAUSE

TEXTING WHEN DRIVING

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

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

A14 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

A14.1 CONTRACT CLAUSE

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

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

A15 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

A15.1 MANDATORY CONTRACT CLAUSE

A15.1.1 EEO Contract Clause

EQUAL OPPORTUNITY CLAUSE

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

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

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

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

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

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

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

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

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

A 15.1.2 EEO Specification

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A16 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

A16.1 SOLICITATION CLAUSE

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

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

A17 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

A17.1 CERTIFICATION CLAUSE

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

CERTIFICATION REGARDING LOBBYING

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

A18 PROHIBITION of SEGREGATED FACILITIES

A18.1 CONTRACT CLAUSE

PROHIBITION of SEGREGATED FACILITIES

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

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

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

A19 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A19.1 CONTRACT CLAUSE

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

A20 PROCUREMENT OF RECOVERED MATERIALS

A20.1 CONTRACT CLAUSE

PROCUREMENT OF RECOVERED MATERIALS

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

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

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

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

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

A21 RIGHT TO INVENTIONS

A21.1 CONTRACT CLAUSE

RIGHTS TO INVENTIONS

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

A22 SEISMIC SAFETY

A22.1 CONTRACT CLAUSE

A22.1.1 Construction Contracts

SEISMIC SAFETY

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

A23 TAX DELINQUENCY AND FELONY CONVICTIONS

A23.1 CERTIFICATION CLAUSE

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

Certifications

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

Note

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

Term Definitions

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

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

A24 TERMINATION OF CONTRACT

A24.1 CONTRACT CLAUSE

A24.1.1 Termination for Convenience

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

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

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

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;

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

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

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

A24.1.2 Termination for Default

TERMINATION FOR CAUSE (CONSTRUCTION)

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

A25 TRADE RESTRICTION CERTIFICATION

A25.1 SOLICITATION CLAUSE

TRADE RESTRICTION CERTIFICATION

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

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

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

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

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

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

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

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

A26 VETERAN'S PREFERENCE

A26.1 CONTRACT CLAUSE

VETERAN'S PREFERENCE

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

A27 DOMESTIC PREFERENCES FOR PROCUREMENTS

A27.1 CERTIFICATION CLAUSE

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

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

SECTION III

Special Provisions

for

REPLACE AUTOMATED WEATHER OBSERVATION SYSTEM

ILLINOIS PROJECT: C73-5197
S.B.G. PROJECT: 3-17-SBGP-TBD

at

DIXON MUNICIPAL AIRPORT – CHARLES R. WALGREEN FIELD
DIXON, ILLINOIS

FINAL SUBMITTAL
FEBRUARY 28, 2025

Prepared By:

CRAWFORD, MURPHY & TILLY, INC.
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24007465-00



EXPIRES 11/30/2025

A handwritten signature in blue ink that reads "Adam Moulton".

SIGNED: 2/28/2025

GENERAL

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

GOVERNING SPECIFICATIONS AND RULES AND REGULATIONS

The “**Standard Specifications for Construction of Airports**”, State of Illinois, Department of Transportation, Division of Aeronautics, adopted March 22, 2023, shall govern the project except as otherwise noted in these Special Provisions. In the case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and shall govern.

Specifications may be obtained at <http://www.idot.illinois.gov/home/resources/Manuals/Manuals-and-Guides>

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

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PART 1 – GENERAL CONTRACT PROVISIONS

SECTION 40 – SCOPE OF WORK

40-05 MAINTENANCE OF TRAFFIC

ADD:

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

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

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

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

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

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

n. If it is found the fully loaded delivery trucks are excessively damaging the Airport or local roadway pavement, the Contractor shall limit the weight of the material being hauled onto the site. The Resident Engineer shall determine what is considered excessive damage. No payments will be made for additional hauling that may be required due to load restrictions.

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

40-09 SAFETY PLAN COMPLIANCE DOCUMENT (SPCD)

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

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

ADD: New section:

40-10 BARRICADES, WARNING SIGNS AND HAZARD MARKINGS.

The Contractor shall furnish, erect, and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work. When used during periods of darkness, such barricades, warning signs and hazard markings shall be suitably illuminated. Unless otherwise specified, barricades, warning signs, and markings for hazards that are in the air operations area shall be a maximum of 18 inches high. Unless otherwise specified, barricades shall be spaced not more than 4 feet apart.

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

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

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

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

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

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

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

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

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

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

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

SECTION 50 – CONTROL OF WORK

50-05 COOPERATION BETWEEN CONTRACTORS

REVISE: The 1st sentence of the 2nd paragraph to read:

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

50-06 CONSTRUCTION LAYOUT AND STAKES

DELETE: The 1st paragraph.

ADD: As the 1st paragraph:

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

DELETE: The 2nd paragraph.

ADD: As the 2nd paragraph:

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

ADD:

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

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

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

50-10 LOAD RESTRICTIONS

ADD:

Access to the construction work area is limited to the haul routes as shown in the plans. The use of existing airfield pavements by the Contractor's construction traffic, including all haul traffic, is limited to the hauling routes shown in the plans. Use of existing airfield pavement other than as shown in the plans is prohibited. **Any damage to existing airfield pavement due to construction traffic operating within or beyond the approved work limits, hauling within or outside of the approved haul/access routes and construction traffic operating in prohibited areas shall be repaired by**

the Contractor at his own expense to the satisfaction of the Owner. Contractor shall obtain written permission from the Airport Owner to use any airfield pavements.

50-11 MAINTENANCE DURING CONSTRUCTION

ADD:

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

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

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

50-14 FINAL ACCEPTANCE

DELETE: The 1st sentence of the 1st paragraph.

ADD: As the 1st sentence of the 1st paragraph.

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

ADD: After the 1st sentence of the 2nd paragraph:

The charging of Contract Time shall resume on the day following the inspection and shall continue until the remaining work, including the applicable requirements of Section 40-08, Final Clean-up, is completed to the Engineer's satisfaction.

50-16 PLANS AND WORK DRAWINGS

REVISE: The 2nd sentence of the 11th paragraph to read as follows:

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

REVISE: The 15th paragraph to read:

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

PROJECT LOCATION:	Dixon Municipal Airport
PROJECT TITLE:	REPLACE AUTOMATED WEATHER OBSERVATION SYSTEM
PROJECT NUMBERS:	IL Project: C73-5197 SBG Project: 3-17-SBGP-TBD
CONTRACT ITEM:	(i.e. AR 156520 Inlet Protection)
SUBMITTED BY:	(Contractor/Subcontractor Name)
DATE:	(Date Submitted)

ADD: To the end of the 18th paragraph:

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

SECTION 60 – CONTROL OF MATERIALS

60-01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS

REVISE: The 3rd paragraph to read:

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

REVISE: The 11th paragraph to read:

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

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

ADD: After the 6th paragraph:

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

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

SECTION 70 – LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

70-08 PUBLIC CONVENIENCE AND SAFETY

ADD: At end of the Section:

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

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

REVISE: The 2nd paragraph as follows:

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

ADD: After the 8th paragraph:

The following table includes contact numbers that may provide assistance for locating cable. The personnel listed in the table are in no way responsible for damage to existing utilities.

Should any utilities or cables require location, the following people shall be contacted:

DIXON MUNICIPAL AIRPORT

<u>Utility Service or Facility</u>	<u>Contact (Person)</u>	<u>Contact (Phone)</u>
AT&T – Telephone Cables	J.U.L.I.E. (Joint Utility Locating Information for Excavators	1-800-892-0123
ComEd - Electric Cables	J.U.L.I.E. (Joint Utility Locating Information for Excavators	1-800-892-0123
Comcast – Cable Lines	J.U.L.I.E. (Joint Utility Locating Information for Excavators)	1-800-892-0123
NICOR - Gas Lines	J.U.L.I.E. (Joint Utility Locating Information for Excavators	1-800-892-0123
FAA Control and Communication Cables	FAA Sector Office	1-800-935-1900
City of Dixon – Water & Sanitary Sewer	Public Works	1-815-288-1485

REPLACE: Paragraph 11th with;

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

Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the Engineer.

Only after the investigation has been made should the Contractor begin excavation operations. Upon beginning these operations, the Contractor shall use extreme caution in the methods utilized. The Contractor shall utilize exploratory trenching or small tool excavation practices when beginning operations in critical areas to verify that the utilities are clear of the area of interest or to verify the location and depth of these facilities.

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

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

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

70-25 CONTRACTOR'S RESPONSIBILITY FOR SAFETY DURING CONSTRUCTION

ADD:

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

SECTION 80 – PROSECUTION AND PROGRESS

80-04 LIMITATION OF OPERATIONS

ADD: After the 4th paragraph:

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

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

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

80-07 TEMPORARY SUSPENSION OF THE WORK

REVISE the 2nd paragraph to read:

In the event that the Contractor is ordered by the Engineer to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the Engineer's order to suspend work to the effective date of the Engineer's order to resume the work. Claims for such compensation shall be filed with the Resident Engineer within the time period stated in the Engineer's order to resume work. The Contractor shall submit with his/her claim information substantiating the amount shown on the claim. The Resident Engineer will forward the Contractor's claim to the Division for their consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather, for suspension made at the request of the Engineer, or for any other delay provided for in the contract, plans, or specifications.

80-08 DETERMINATION AND EXTENSION OF CONTRACT TIME

ADD: After the 4th paragraph:

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

ADD: After the last paragraph of this section:

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

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

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

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

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

No allowance will be made for anticipated profits.

ADD: The following section:

80-14 CONTRACTOR'S ACCESS TO AIRFIELD

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

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

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

ADD: The following section:

80-15 SECURITY DURING CONSTRUCTION

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

1. Visibly delineate his construction zone by placing a line of barricades or flagging around the entire work zone.
2. Keep construction personnel inside the work area delineated by barricades.

3. Ensure that construction personnel are familiar with security procedures and regulations at the Airport.
4. Restrict movement of construction vehicles to construction areas by flagging and barricading, erecting temporary fencing, or providing escorts, as appropriate or as shown in plans.
5. The Contractor shall be required to maintain security at the Airport as specified or as directed by the Airport.
6. The Contractor shall provide a complete list of personnel that will be employed while on site and update the list as needed. The contractor shall limit access to the AOA. The Contractor shall be responsible for monitoring the access gate during work hours. If the Contractor chooses to leave the gate open, then he/she shall monitor the gate to prevent unauthorized entries.
7. The contractor shall provide his/her own padlock to secure the gate used for access.

SECTION 90 – MEASUREMENT AND PAYMENT

90-06 PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK

ADD the following to subsection B.6. Statements:

All statements of the cost of force account work shall be furnished to the Engineer not later than 60 days after completion of the force account work. If the statement is not received within the specified time frame, all demands for payment for the extra work are waived and the Division, Airport Owner and Local Sponsor are released from any and all such demands. It is the responsibility of the Contractor to ensure that all statements are received within the specified time regardless of the manner or method of delivery.

PART 2 – GENERAL CONSTRUCTION ITEMS

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

METHOD OF MEASUREMENT

DELETE: Sections 102-4.1 through 102-4.4, 102-4.6 through 102-4.10.

ADD: The following section:

102-4.12

Temporary seeding, stabilized construction entrances, ditch checks, temporary mulching and any other erosion control measures required at the Contractor's staging and storage areas and haul route shall not be measured for payment but shall be considered incidental to the contract.

BASIS OF PAYMENT

102-5.1

REVISE: This section to read:

Temporary seeding, stabilized construction entrances, ditch checks and temporary mulching and any other erosion control measures required at the Contractor's staging and storage areas and haul route shall not be measured for payment, but shall be considered incidental to the contract.

Payment will be made under:

ITEM AR156510 SILT FENCE – PER LINEAR FOOT.

ITEM 105 – MOBILIZATION

DESCRIPTION

105-1.1

REVISE the 3rd paragraph to read:

This item also includes all efforts related to restoration of the project site, staging areas and haul roads as directed in the bidding documents at the conclusion of the job. This activity includes, but is not limited to, incidental grading, seeding and clean-up, as required to restore the project site to its original condition at no additional cost to the contract.

BASIS OF PAYMENT

105-3.1

ADD:

Payment will be made under:

ITEM AR150520 MOBILIZATION – PER LUMP SUM.

PART 3 – SITEWORK

ITEM 152 – EXCAVATION, SUBGRADE, AND EMBANKMENT

DESCRIPTION

152-1.1 GENERAL

ADD:

This work shall consist of furnishing and placing soil stabilization fabric on an excavated subgrade prior to placement of Item 208608 8" AGGREGATE BASE COURSE at the location of the new AWOS facility or as noted in the plans. No adjustment in unit price will be allowed for an increase or decrease in quantities. Soil stabilization fabric shall meet the requirements of Section 152-2.1 Geotextile Fabric.

All excess material from all contract work shall be hauled offsite at no additional cost to the contract.

152-1.3 CLASSIFICATION

DELETE: Paragraphs b, c, d and e.

ADD: New section:

152-1.6 CLEAN CONSTRUCTION OR DEMOLITION DEBRIS

PROJECT CONDITIONS

- A. Prior to bidding, the bidder shall make a site visit to become familiar with the current conditions. He shall also determine the accessibility and assess safety measures that will be necessary to perform the contract work.
- B. Material Sampling and Analysis:
 - 1. The Contractor shall provide his own sampling and analysis in compliance with applicable laws, prior to offsite disposal of all materials. This cost shall be borne by the Contractor at no additional expense to the Owner.

REGULATORY REQUIREMENTS

- A. The Contractor shall comply with all applicable local, state and federal laws and regulations with regard to material removal, handling and disposal, and shall pay all assessed costs and fees.
- B. The Contractor shall comply with the Illinois Environmental Protection Act, as amended by Public Act 096-1416 that was signed in to law on July 30, 2010, Public Act 097-0137 that was signed in to law on July 14, 2011, and all applicable amendments of the Illinois Environmental Protection Act.

SUBMITTALS

- A. Contractor shall submit a Clean Construction or Demolition Debris (CCDD) & Soil Removal and Disposal Plan to the Engineer. Submit the following as a minimum:
1. A list of all construction or demolition debris anticipated to be generated requiring disposal.
 2. The anticipated quantity (both in tons and in cubic yards) of construction or demolition debris to be disposed of and identification of disposal facility including address and contact information.
 3. The anticipated quantity (both in tons and in cubic yards) of surplus soil to be disposed of, and identification of disposal facility including address and contact information.

CCDD testing shall be by the Contractor, as a minimum, the Contractor shall submit the following:

1. Proposed Testing Program to establish that the surplus soil is uncontaminated, for compliance with the requirements of the Illinois Environmental Protection Act. Include details of intended testing program, and rate of sampling (number of samples based on total quantity of surplus soil generated).
2. Credentials of the testing Lab that will perform the testing, and credentials of the Illinois Licensed Professional Engineer or Illinois Licensed Professional Geologist that will complete all required certification forms.
3. Results of the Proposed Testing Program.
4. If further CCDD testing is deemed necessary by the Contractor's chosen disposal facility, the Contractor shall complete this testing at no additional cost to the contract.

GENERAL

- A. The following work shall be included:
1. Removal, handling and legal offsite disposal of all construction or demolition debris generated from all contract work, considering it to be clean construction or demolition debris (CCDD).
 2. Removal, handling and legal offsite disposal of surplus soil generated from all contract work, considering it to be uncontaminated.
 3. Debris and surplus soil disposal shall include any onsite drying of the material as required, so that the material will pass the paint-filter test as per Method 9095B in USEPA's publication SW 846, prior to transportation.
 4. Any costs and fees for legally-permitted-facilities accepting clean construction or demolition debris (CCDD), and/or uncontaminated surplus soil.
 5. Additional sampling and testing of surplus soil to establish that it is uncontaminated, and certification to that effect by an Illinois Licensed Professional Engineer or an Illinois Licensed Professional Geologist using Form LPC-663, both as required by law and as required by the site accepting the material.
 6. Any other applicable work, costs and fees as required by local, state and federal laws.

MATERIAL CHARACTERIZATION FOR OFFSITE DISPOSAL

- A. Costs for any and all testing, sampling, laboratory analysis or any other document that is required by the recipient of the material (disposal site) to establish that the material is uncontaminated, shall be borne by the Contractor at no additional expense to the Owner.

CONSTRUCTION METHODS

152-3.1 GENERAL

REVISE:

Blasting will not be permitted.

152-3.2 EXCAVATION

ADD:

After excavation for the new AWOS facility, the Contractor shall compact the existing subgrade to the satisfaction of the Resident Engineer.

When excavating subgrade take precaution not to damage any underdrains or utilities that run below the pavement. Care shall also be taken not to disrupt more subgrade than necessary.

The Contractor shall make provisions in the work to maintain positive drainage from the work areas and to minimize ponding of water. The Contractor shall cut temporary ditches or swales to maintain positive drainage. At locations where temporary ditches are not feasible, the Contractor shall excavate stormwater storage areas adjacent to but at a lower elevation than the bottom of the work and utilize mechanical pumps to promptly remove stormwater from the excavations.

152-3.15 TOPSOIL

ADD:

Any excess excavation material shall be hauled offsite at no additional cost to the contract.

ADD: New Section:

152-3.19 DUST CONTROL WATERING

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

Dust shall be controlled by the uniform application of sprinkled water and shall be applied as directed by the Resident Engineer, in a manner meeting his approval.

Dust control watering shall not be paid for separately, but shall be considered incidental to the contract.

METHOD OF MEASUREMENT

152-4.1 GENERAL

ADD:

Dust control watering will not be measured for payment but shall be considered incidental to the contract items for which dust control is required.

ADD:

e. Soil stabilization fabric. The quantity of soil stabilization fabric shall be measured for payment by the number of square yards as specified, completed, and accepted by the Resident Engineer.

BASIS OF PAYMENT

152-5.1

ADD:

Clean Construction or Demolition Debris (CCDD) removal and disposal, topsoil placement, and embankment fill shall not be paid for separately, but shall be included in the unit bid price for "Unclassified Excavation."

Payment will be made under:

ITEM AR152411	UNCLASSIFIED EXCAVATION – PER LUMP SUM.
ITEM AR152540	SOIL STABILIZATION FABRIC – PER SQUARE YARD.

PART 4 – BASE COURSES

ITEM 208 – AGGREGATE BASE COURSE

DESCRIPTION

208-1.1

REVISE: This section to read:

This work shall consist of furnishing and placing an 8" deep aggregate base course section for the new AWOS facility. No adjustment in unit price will be allowed for an increase or decrease in quantities. **Excavation of the existing subgrade shall not be paid for under Item 208 but shall be paid for under Item 152 Unclassified Excavation.**

MATERIALS

208-2.3 GRADATION

ADD:

The material shall be free from vegetable matter, lumps or clay, and other objectionable or foreign substance.

When submitting materials for consideration, the Contractor shall provide written certification that the material meets the specified requirements. A written gradation shall also be furnished.

CONSTRUCTION REQUIREMENTS

208-3.1 CONTROL STRIP

DELETE: This Entire Section.

208-3.9 ACCEPTANCE SAMPLING AND TESTING

DELETE: This Entire Section.

ADD:

The base shall be compacted to the satisfaction of the Resident Engineer.

BASIS OF PAYMENT

208-5.1

ADD:

Payment will be made under:

ITEM AR208608 8" AGGREGATE BASE COURSE – PER SQUARE YARD.

PART 9 – MISCELLANEOUS

ITEM 610 – CONCRETE FOR MISCELLANEOUS STRUCTURES

DESCRIPTION

610-1.1

ADD:

This item shall consist of furnishing and installing structural concrete for the new AWOS foundation or for any other item requiring concrete as shown on the plans.

CONSTRUCTION METHODS

ADD: New Section:

610-3.15 PLACING CONCRETE

Structural concrete foundations shall be to the depth and sizes indicated on the plans or as required by the AWOS manufacturer. The Resident Engineer shall be given the opportunity to inspect footings prior to concrete placement. Footings found to be insufficient in either depth or diameter shall be corrected prior to the concrete placement.

METHOD OF MEASUREMENT

ADD: New Sections:

610-5.2

The quantities of structural Portland Cement Concrete used for AWOS foundations or for any other incidental concrete work shall not be measured for payment but shall be considered incidental to the associated pay items.

610-5.3

Excavation required for the installation of the AWOS foundations or for any other incidental concrete construction shall not be measured for payment, but shall be considered incidental to the associated pay items. Excess materials shall be hauled off the Airport property at no additional cost to the contract. Backfilling along edges of exposed concrete shall be considered incidental.

BASIS OF PAYMENT

610-6.1

ADD:

No direct payment shall be made for excavation required for the placement of any structural Portland Cement Concrete, be it excavation for AWOS foundations or for any other incidental concrete installation.

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

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

PART 12 – TURFING

ITEM 901 – SEEDING

DESCRIPTION

901-1.1

ADD:

Topsoiling shall be per Item 905 Topsoiling and mulching shall be per Item 908 Mulching.

Restoration, seeding and mulching beyond the limits of seeding and mulching shown in the plans (such as lighting, cabling, signage, access roads, haul roads, staging area, storage area) shall be considered incidental to the contract.

MATERIALS

901-2.2 LIME

DELETE: Entire Section.

901-2.3 FERTILIZER

ADD:

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

CONSTRUCTION METHODS

901-3.2 DRY APPLICATION METHOD

DELETE: Paragraph (c.) Seeding

ADD:

Grass seed shall be sown at the rate shown in 901-2.1 with a machine that is capable of cutting a slit in the soil free from leaves and debris, placing the seed in the slit and compacting the seed into the soil of the slit in one continuous operation.

The site will be to grade and shaped to the elevations as shown on the plans. The topsoil will be free of clods, stones, roots, sticks, rivulets, gullies, crusting, caking and have a soil particle size of no larger than 1". Seedbed preparation methods shall be approved by the Engineer. Cultivation shall be accomplished at such a time that seeding may occur immediately and without delay. No seeds shall be sown until the Seedbed has been approved by the Engineer.

No seed shall be sown during high winds or when the ground is not in a proper condition for seeding, nor shall any seed be sown until the purity test has been completed for the seeds to be used, and

shows that the seed meets the noxious weed seed requirements. All equipment shall be approved by the Engineer prior to being used. Prior to starting work, seeders shall be calibrated and adjusted to sow seeds at the required seeding rate. Equipment shall be operated in a manner to ensure complete coverage of the entire area to be seeded. The Engineer shall be notified forty-eight (48) hours prior to beginning the seeding operations.

901-3.3 WET APPLICATION METHOD

DELETE: Entire Section.

BASIS OF PAYMENT

901-5.1

ADD:

Payment will be made under:

ITEM AR901510 SEEDING – PER ACRE.

ITEM 908 – MULCHING

908-1.1

ADD:

Restoration, seeding and mulching beyond the limits of seeding and mulching shown in the plans (such as for access roads, haul roads, staging areas, storage areas, etc.) shall be considered incidental to the contract.

MATERIALS

908-2.1 MULCH MATERIAL

REVISE: First sentence to read:

Material used for mulching shall be (D) Hydraulic Mulch – Heavy Duty.

Chemical Mulch Binder meeting the requirements per Section 1081.06 (a) (3) of the IDOT “Standard Specifications for Road and Bridge Construction”, latest edition shall be used as a mulch stabilizer.

CONSTRUCTION METHODS

908-3.1 MULCHING

ADD:

Chemical mulch binder shall be mixed and applied per the manufacturer’s recommendations.

METHOD OF MEASUREMENT

908-4.1

DELETE: First paragraph and REPLACE with:

The quantity of mulching to be paid for shall be measured for payment by the number of acres of the actual surface covered with mulch, as specified, completed, and accepted by the Resident Engineer.

BASIS OF PAYMENT

908-5.1

ADD:

Chemical mulch binder shall not be paid for separately but shall be included in the unit bid price for mulching.

Payment will be made under:

ITEM AR908515 HEAVY DUTY HYDRAULIC MULCH – PER ACRE.

PART 13 – LIGHTING INSTALLATION

ITEM 108 – UNDERGROUND POWER CABLE FOR AIRPORTS

EQUIPMENT AND MATERIALS

108-2.2 CABLE

ADD:

Wire for electrical circuits up to 600 volts shall comply with Specification L-824 and/or Commercial Item Description A-A-59544A and shall be type XLP-USE. Conductors for parallel (voltage) circuits shall be the type and size and installed in accordance with NFPA-70, National Electrical Code.

Unless noted otherwise, all 600-volt and less non-airfield lighting conductor sizes are based on a 75°C, XLP-USE, 600-volt insulation, copper conductors, not more than three single insulated conductors, in raceway, in free air. The conduit/duct sizes are based on the use of XLP-USE, 600-volt insulated conductors. The Contractor shall make the necessary increase in conduit/duct sizes for other types of wire insulation. In no case shall the conduit/duct size be reduced. The minimum power circuit wire size shall be #10 AWG.

Conductor sizes may have been adjusted due to voltage drop or other engineering considerations. Equipment provided by the Contractor shall be capable of accepting the quantity and sizes of conductors shown in the Contract Documents. All conductors, pigtails, cable step-down adapters, cable step-up adapters, terminal blocks and splicing materials necessary to complete the cable termination/splice shall be considered incidental to the respective pay items provided.

Cable type, size, number of conductors, strand and service voltage shall be as specified in the Contract Documents.

108-2.4 CABLE CONNECTIONS

ADD:

To further reduce the possibility of water (moisture) entrance into the connector between the cables and the field-attached connector, heat shrinkable tubing with interior adhesive shall be applied over all cable connections.

The heat shrinkable tubing shall cover the entire L-823 connector. All connections shall be at manholes or light bases. **No direct burial splicing will be allowed.**

No splices will be allowed in the new cable. Cable shall be continuous between pull points. Any repairs necessary to cable damaged during installation shall be done at the Contractor's expense and shall consist of replacing the entire length of damaged cable between pull points.

In line connections for existing cables to be spliced or those that are cut during construction shall be repaired with the cast splice kit. The Contractor shall have a minimum of five (5) splice kits on the jobsite at all times for emergency repairs. Splice markers shall be installed over each splice in cables not to be abandoned. Cast splice kits shall be as specified in paragraph (a). All field splices shall be covered with a flexible polyolefin heat-shrinkable sleeve.

108-3.1 GENERAL

ADD:

The locations of existing cables are taken from available record maps, and it will be necessary for the contractor to make field investigations to determine the exact locations of underground cable and conduits at critical points.

108-3.2 INSTALLATION IN DUCT BANKS OR CONDUIT

ADD:

Removal of existing cable in existing ducts and conduit shall be considered incidental to the new cable.

108-3.3 TRENCHING

Change 18 inches to 24 inches in the last sentence of section a. Trenching.

ADD:

The installation of GRS and PVC conduit using the plowing-in method will not be allowed.

108-3.5 SPLICING

DELETE: Paragraph (b) (c) and (e).

ADD:

Direct burial splicing will not be allowed.

Splices will be allowed in new circuits only at light bases, electric hand holes or manholes. Direct burial splicing will not be allowed.

The Contractor shall use cast splicing kits as described in Article 108-2.4 for any splices made inside the electric hand holes. The cast splicing kit shall be series 82-B1 Scotch cast or 90-B1 Scotch cast as manufactured by 3M or equal. Contractor shall provide shop drawing for splicing method and cast splicing kit. The Contractor shall also leave minimum 30" of slack on each side of the cable being spliced. The cost of splicing shall be incidental to the cost of installation of underground cables.

108-3.12 TERMINATIONS AND CONNECTIONS

ADD:

The Contractor shall have a minimum of five (5) splice kits on the jobsite at all times for emergency repairs.

If, due to the length of spool ordered by the Contractor, it is necessary to install additional hand holes, the Contractor shall supply same at no additional cost to the project. The hand hole shall be the size as directed by the Engineer.

METHOD OF MEASUREMENT

108-4.2

ADD:

Removal of existing cable in existing ducts and conduit shall be considered incidental to the new cable.

BASIS OF PAYMENT

108-5.1

ADD:

Removal of existing cable in existing ducts and conduit shall be considered incidental to the new cable.

Payment will be made under:

ITEM AR800027 3-1/C #2 XLP-USE, 1/C #6 GND IN 2" UNIT DUCT – PER LINEAR FOOT.

ITEM 110 – AIRPORT UNDERGROUND ELECTRICAL DUCT BANKS AND CONDUITS

DESCRIPTION

110-1.1

ADD:

This item shall consist of the construction of new PVC conduit direct bury, including appropriate duct markers at the locations shown in the plans or as directed by the Engineer.

Contractor shall provide pull wire for each conduit and cap the unused conduits for future use.

EQUIPMENT AND MATERIALS

110-2.11 DUCT MARKER

ADD:

The Contractor shall provide duct markers for each new or existing duct being used as detailed in the plans. The cost of installation of the duct markers shall be incidental to the contract.

Brass duct markers shall only be used at bituminous pavement locations as shown on the plans. At concrete pavement locations, the Contractor shall stamp the concrete as directed by the Engineer.

Contractor shall provide duct markers for each proposed concrete encased duct or existing duct being used as detailed in the plans. **Contractor shall also replace all existing duct markers within the project bituminous overlay limits as detailed in the plans. The cost of replacement and installation of the duct markers shall be incidental to the contract.**

110-2.12 AGGREGATE BACKFILL

ADD:

Backfill materials shall conform to the requirements of P-209. In lieu of aggregate, the Contractor may substitute Controlled low strength material (CLSM) backfill for those areas requiring aggregate backfill. This substitution must be approved in writing prior to construction and must be completed at no additional cost to the contract. CLSM shall meet the requirements of IDOT *Standard Specifications for Road and Bridge Construction (latest edition)*, Section 593. The CLSM material will be considered incidental to the associated duct item.

CONSTRUCTION METHODS

110-3.8 OWNERSHIP OF REMOVED CABLE

ADD:

Cable removed under this contract shall become property of the Contractor and shall be disposed of off-site.

ADD:

110-3.9 DIRECTIONAL BORE

ADD:

At the locations shown on the plans, the Contractor shall install the duct bank by directional boring or a similar method of installation approved by the Engineer. The Duct shall be started at 48 inch depth to minimize chance for pavement upheaval. Duct shall be installed a minimum of 48 inches below pavement grades.

Boring is to be accomplished by auguring a steerable rod under the pavement and then pulling back a cone (reamer) that expands the soil or a wing cutter that cuts a hole to the desired diameter. Use a reamer or wing cutter that cuts a hole to the desired diameter plus (no greater than) 2 inches larger than the conduit. A drilling fluid of water and bentonite may be used in directional drilling. A polymer may be used for lubrication in the drilling fluid.

The Contractor shall provide a method of locating and tracking the drill head during the pilot bore operations. All locating and tracking systems must be calibrated before the boring operation begins. The locating and tracking system is subject to approval by the Engineer and should provide information on:

- A. Clock and pitch
- B. Depth
- C. Position (x, y)

Construction holes at the ends of duct shall be placed a minimum of 5 feet from the existing edge of pavement and shall be thoroughly back filled and compacted (top 4" shall be topsoil) and seeded. No construction holes shall be left open overnight. Spare, unused duct shall be sealed with plastic duct plugs at both ends.

METHOD OF MEASUREMENT

110-4.1

ADD:

The quantity of direct buried PVC shall not be measured for cost, all associated cost, work and incidentals shall be paid for in pay item AR800027. No separate measurement will be made for individual ducts in a multi-way duct system. The cost of trench excavation and backfill shall not be measured separately for payment, but shall be considered incidental to the respective pay item associated with the work. The cost of connecting new conduit to existing manholes, splice cans and light and sign bases shall not be measure separately for payment but shall be considered incidental to the conduit installation.

BASIS OF PAYMENT

110-5.1

ADD:

Payment will be made at the contract unit price per lineal foot for each type and size of PVC conduit completed and accepted. These prices shall be full compensation for furnishing all materials and for all preparation, assembly, aggregate backfill, backfill, compaction, sawcutting and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete these items. All work, materials, and equipment associated with PVC / conduit needed for the completion of pay item AR800027 shall be considered incidental to that pay item.

Coring and connecting new conduit to existing manholes, handholes, splice cans, and light and sign bases shall not be paid for separately but shall be considered incidental to the associated duct or conduit.

Installation of duct markers shall not be paid for but shall be considered incidental to the contract.

Topsoiling and seeding of the duct, conduit trench and handholes shall not be paid for separately but shall be considered incidental to the associated duct.

Payment will be made under:

ITEM AR110013 3' DIRECTIONAL BORE – PER LINEAR FOOT.

APPENDIX A - IDOT DIVISION OF AERONAUTICS POLICY MEMORANDA

**State of Illinois
Department of Transportation
Bureau of Materials and Physical Research**

POLICY MEMORANDUM

January 1, 2007	Springfield	07-21
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TO: REGIONAL ENGINEERS, HIGHWAY BUREAU CHIEFS, AND
MANUFACTURERS AND SUPPLIERS OF FINELY DIVIDED MINERALS

SUBJECT: ACCEPTANCE PROCEDURE FOR FINELY DIVIDED MINERALS USED
IN PORTLAND CEMENT CONCRETE AND OTHER APPLICATIONS

DEFINITIONS

Department - Illinois Department of Transportation.

Bureau - Bureau of Materials and Physical Research, at 126 East Ash Street, Springfield, Illinois 62704-4766.

Finely Divided Mineral - A finely divided material which has cementitious or pozzolanic properties. Examples are fly ash, microsilica (silica fume), ground granulated blast-furnace (GGBF) slag, and high-reactivity metakaolin (HRM).

Manufacturer - A company that manufactures a finely divided mineral. The term Producer is also used.

Supplier - A company that supplies a finely divided mineral which it does not manufacture.

Source - The name and location of the manufacturing process from which the finely divided mineral is obtained.

Approved Source - A source that is approved by the Bureau to ship a finely divided mineral for immediate use on Department projects.

Unapproved Source - A source that ships a finely divided mineral which must be sampled, tested, and approved by the Bureau before it is used on Department projects.

Cement - Portland cement.

Fly Ash - A finely divided residue that results from the combustion of ground or powdered coal, transported from the combustion chamber by exhaust gas, collected by mechanical or electrical means, and stored in stockpiles or bins.

Microsilica - An amorphous silica of high silica content and purity possessing high pozzolanic activity.

Ground Granulated Blast-Furnace (GGBF) Slag - A glassy granular material, formed when molten blast-furnace slag is rapidly chilled, and then finely ground.

High-Reactivity Metakaolin (HRM) - A reactive aluminosilicate pozzolan formed by calcining purified kaolinite at a specific temperature range.

Reference Material - A portland cement used for the control mortar and corresponding test mortars, of a finely divided mineral, to determine its strength activity index.

Preliminary (PRE) Sample - A sample used to determine, in advance, if the finely divided mineral will comply with Department specifications.

Process Control (PRO) Sample - A sample used for the purpose of controlling production of finely divided minerals proposed for incorporation into Department projects.

Acceptance (ACC) Sample - A sample used for accepting/rejecting finely divided minerals prior to its use on Department projects and/or unassigned stock for future use on projects. The quantity represented by acceptance samples must be given.

Independent Assurance (IND) Sample - A sample used to provide an independent check on the reliability of the manufacturer's quality control program.

Investigation (INV) Sample - A destination sample used to verify the acceptability of a finely divided mineral from a source.

Grab Sample - A sample secured from a conveyor, from bulk storage, or from a bulk shipment in one operation.

Composite Sample - Combined grab samples taken at prescribed intervals over a period of time.

NIST - National Institute of Standards and Technology.

CCRL - Cement and Concrete Reference Laboratory.

ISO 9000 Series - A program of international quality management system standards developed by the International Organization for Standardization (ISO).

1.0 PURPOSE

To establish procedures whereby materials of mineral origin, furnished by a **Manufacturer** or **Supplier**, will be accepted for use on **Department** projects.

2.0 SCOPE

This procedure is available to all **Manufacturers** or **Suppliers** of domestic and foreign **Finely Divided Minerals**. **Sources** in North America may be **Approved** or **Unapproved**. **Sources** located outside of North American will not be given **Approved Source** status, and the procedures in Sections 5.1 and 5.3 shall apply.

3.0 SPECIFICATION REQUIREMENTS, SAMPLING, AND TEST PROCEDURES

- 3.1 **Finely Divided Minerals** used on **Department** projects shall meet the material requirements of the **Department's** "Standard Specifications for Road and Bridge Construction (January 1, 2007)" and current special provisions.

4.0 APPROVED SOURCE PROCEDURE

- 4.1 A **Manufacturer** or **Supplier** requesting **Source** approval of a **Finely Divided Mineral** shall provide the following to the **Bureau**:

- (1) The **Manufacturer's** or **Supplier's** name and location.
- (2) The **Source** name, location (station), and number of generating units.
- (3) The name of the **Finely Divided Mineral** and its class or grade.
- (4) A certification that the **Finely Divided Mineral** meets the applicable requirements of Section 3.0.
- (5) A 6-month testing history.
- (6) A copy of the **Manufacturer's** or **Supplier's** quality control program.
- (7) A copy of the last **CCRL** inspection report of the testing laboratory used by the **Manufacturer** or **Supplier** of the **Finely Divided Mineral**, with documentation of resolution of any discrepancies noted therein. The **Manufacturer** or **Supplier** of **HRM** or **Microsilica** shall provide a copy of the testing laboratory's **CCRL** inspection report and/or an **ISO 9000 Series** certificate.
- (8) A copy of the Material Safety Data Sheet (MSDS) for the **Finely Divided Mineral**.

At the time of application, the **Manufacturer** or **Supplier** shall obtain a **Preliminary (PRE) Grab Sample** of the **Finely Divided Mineral** from current production. The **Manufacturer** or **Supplier** shall split the **PRE Sample** and place one portion in an airtight container and deliver it to the **Bureau**. A sample of the **Reference Material** used by the **Manufacturer** or **Supplier** for testing shall be included. The **Manufacturer** or **Supplier** shall assume the cost to deliver the samples to the **Bureau**. The size of the **Bureau's** portion of the **PRE Sample**, and the **Reference Material**, shall not be less than 3 kg (6 lb.) each and the samples shall be properly identified as required in Attachment 1. The **Manufacturer** or **Supplier** shall test the retained portion of the **PRE Sample** for the standard physical and chemical properties listed in the applicable specification in Section 3.0 and deliver a copy of the test results to the **Bureau** for comparison.

The **Bureau** will test its portion of the **PRE Grab Sample** for conformance to Section 3.0. The **Bureau** will compare the results obtained by both laboratories to determine compliance with the allowable difference between two laboratories set forth in the precision statement of each test method. Additional split sample testing will be required if the test results obtained on the **PRE Grab Sample** do not comply with the specification requirements of this policy memorandum.

An inspector from the **Bureau** may conduct a scheduled visit to inspect the laboratory facilities designated by the **Manufacturer** or **Supplier** to test the **Finely Divided Mineral**; the **Source** manufacturing process, the **Source** storage facilities; and the quality control policies, procedures, and practices used by the **Manufacturer** or **Supplier**. The **Manufacturer** or **Supplier** shall be responsible for payment of transportation, per diem (meals), lodging, and incidental travel costs incurred by the **Department**.

The **Bureau** will notify the **Manufacturer** or **Supplier**, in writing, if the request for **Approved Source** status is granted or denied. A request may be denied if the **Manufacturer** or **Supplier** fails to meet the requirements of this policy memorandum, or for other reasons determined by the **Department**.

4.2 Quality Control Requirements for **Approved Sources**:

The **Manufacturer** or **Supplier** shall establish and maintain quality control policies and procedures for sampling and testing that are approved by the **Bureau**. The **Bureau** shall be notified of any changes in the **Manufacturer's** or **Supplier's** quality control program.

Testing laboratories used by the **Manufacturers** or **Suppliers** of **Fly Ash** or **GGBF Slag** shall participate in the **CCRL** pozzolan program of the **NIST**, which includes inspection of facilities and testing of comparative samples. As an alternative to the **CCRL** pozzolan program of the **NIST**, **Manufacturers** or **Suppliers** of **GGBF Slag** may participate in the **CCRL** cement program. Testing laboratories used by the **Manufacturers** or **Suppliers** of **Microsilica** or **HRM** shall participate in the **CCRL** pozzolan program of the **NIST** and/or shall have implemented a quality management system based on the **ISO 9000 Series** standards.

4.3 Reporting Requirements for **Approved Sources**:

The **Manufacturer** or **Supplier** shall deliver a test report to the **Bureau** which lists the results of all **Grab** and/or **Composite Samples** taken and tested for the specified reporting period.

For **Fly Ash**, the report shall be monthly, and shall be delivered no later than forty calendar days after the end of the month. If the **Fly Ash Source** is sampling more frequently than once per month according to ASTM C 311, then the report shall be delivered no later than forty calendar days after the end of the composite date. If the deadline falls on a Saturday, Sunday, or State Holiday, the deadline shall be the next work day.

For **GGBF Slag**, **HRM**, and **Microsilica**, the report shall be quarterly and shall be delivered no later than forty calendar days after the end of each quarter. For the purpose of the reports, the quarters shall end March 30, June 30, September 30, and December 31. If the deadline falls on a Saturday, Sunday, or State Holiday, the deadline shall be the next work day.

Sampling, testing, and reporting shall be done according to the applicable specification in Section 3.0.

4.4 Record Requirements for **Approved Sources**:

Records of production control tests shall be maintained by the **Manufacturer** or **Supplier** for a minimum period of 5 years, and shall be made available to the **Bureau** upon request.

Copies of bills of lading of quantities of **Finely Divided Minerals** shipped shall be maintained by the **Manufacturer** or **Supplier** for a minimum period of 3 years, and shall be made available to the **Bureau** upon request.

4.5 Sampling and Test Requirements for **Approved Sources**:

For **Fly Ash**, each February, May, August, and November, the **Supplier** shall obtain a **Process Control (PRO) Grab Sample**.

For **GGBF Slag, HRM, and Microsilica**, each January, April, July, and October, the **Manufacturer** or **Supplier** shall obtain a **PRO Grab Sample**.

The **PRO Grab Sample** shall be split for testing by the **Manufacturer** or **Supplier** and the **Bureau**. At this time, a sample of the current **Reference Material** used by the **Manufacturer** or **Supplier** for testing shall also be split.

The **Bureau** may require that more frequent **PRO Grab Samples** be obtained and tested. Increasing the sampling frequency may be required due to significant changes in the material or process, variations in test results between the **Bureau** and **Manufacturer** or **Supplier**, field test results, or other reasons as determined by the **Bureau**. The **Bureau** samples shall be placed in airtight containers, properly identified on form BMPR CM01 (www.dot.il.gov/materials/materialforms.html), and delivered to the **Bureau** no later than the last work day of the month. Each **Finely Divided Mineral** sample and **Reference Material** sample shall not be less than 3 kg (6 lb).

The **Manufacturer** or **Supplier** shall test the retained portion of each **PRO Sample**, using the retained portion of the **Reference Material**, for the standard physical and chemical properties listed in the applicable specification in Section 3.0. When all tests are completed, the **Manufacturer** or **Supplier** shall record the test results on a report form that identifies the sample as a **PRO Sample**, and deliver the report to the **Bureau** no later than the last work day of the following month from the date of sample.

The test results obtained by the **Manufacturer** or **Supplier** and the **Bureau** on all split samples will be compared for compliance with the allowable differences for two laboratories set forth in the precision statement of each test method and for compliance with Section 3.0. If significant differences exist in the split sample test results, the **Department** will investigate sampling and test procedures, or require additional comparative sampling to determine the cause of the variation.

4.6 **Department** Inspections of **Approved Sources**:

An inspector from the **Bureau** may conduct unscheduled visits, at **Department** expense, to each **Approved Source** or one of its terminals. During this visit, the inspector will either take or witness the taking of a random **Independent Assurance (IND) Grab Sample**. The inspector will split the sample and deliver an equal portion to the **Manufacturer** or **Supplier**. The **Manufacturer** or **Supplier** shall test the retained portion of the split sample for the standard physical and chemical properties

listed in the applicable specification and deliver the test results to the **Bureau**, as specified in Section 4.5, for comparison and compliance with Section 3.0.

Random **Investigation (INV) Samples** of the **Finely Divided Minerals** and the project **Cement** will be obtained at final destination by a representative of the **Department**. The representative will either take or witness the taking of the **INV**

Samples. **INV Samples** will be **Grab Samples** and shall not be less than 3 kg (6 lb). (Note: **Cement** samples will be taken according to ASTM C 183). The

sampling location and frequency for obtaining **INV Samples** will be determined by the **Bureau** in consultation with the district offices.

The **Bureau** will test **INV Samples** to ascertain the results of **Finely Divided Mineral-project Cement** combinations. To verify that **Finely Divided Minerals** shipped from **Approved Sources** meet the requirements of Section 3.0, the **Bureau** will test **INV Samples** with the appropriate **Reference Material**.

4.7 Revocation of **Approved Source** Status:

Failure of a **Manufacturer** or **Supplier** to meet the requirements of Sections 3.0 and 4.0 of this policy memorandum will be sufficient cause to revoke **Approved Source** status. However, a total of three late submittals in a twelve month period for any of the following: test report (**Grab** or **Composite Samples**), **PRO Sample**, or **PRO** test results will be permitted. Revocation will occur if a fourth late submittal occurs in a twelve month period. The **Manufacturer** will be notified in writing when the third late submittal in a twelve month period occurs.

Failure to resolve significant differences in testing, as indicated by the test results obtained on **PRO** or **IND Samples** split with the **Manufacturer** or **Supplier** will be sufficient cause to revoke **Approved Source** status.

Failure of the testing laboratory, used by the **Manufacturer** or **Supplier** of a **Finely Divided Mineral**, to satisfactorily resolve the discrepancies noted in the **CCRL** inspection report and/or to maintain a quality management system based on the **ISO 9000 Series** will be sufficient cause to revoke **Approved Source** status.

Revocation of **Approved Source** status will be reported to the **Manufacturer** or **Supplier** in writing. The **Manufacturer** or **Supplier** may not re-apply for **Approved Source** status until 30 days have elapsed from the date of the written notice of revocation.

5.0 UNAPPROVED SOURCE PROCEDURE

5.1 A **Manufacturer** or **Supplier** requesting approval of a **Finely Divided Mineral** from an **Unapproved Source** shall provide the following to the **Bureau**:

- (1) The **Manufacturer's** or **Supplier's** name and location.
- (2) The **Source** name, location (station), and number of generating units.
- (3) The name of the **Finely Divided Mineral** and its class or grade.

- (4) A current test report, in English, which indicates the standard physical and chemical composition of the **Finely Divided Mineral** as per Section 3.0.
- (5) The transportation method and location at which an inspector from the **Bureau** will be able to obtain **Acceptance (ACC) Samples**.
- (6) If requested by the **Bureau**, the **Manufacturer** or **Supplier** shall deliver to the **Bureau** a 24-hr **Composite Preliminary (PRE) Sample** of the **Finely Divided Mineral** from current shipments. The **Manufacturer** or **Supplier** shall assume the cost to deliver it to the **Bureau**. The size of the **PRE Sample** shall not be less than 3 kg (6 lb) and the sample shall be properly identified as required in Attachment 1.

5.2 Sampling and Test Requirements for **Unapproved Sources** in North America:

- (1) **Finely Divided Minerals** from an **Unapproved Source** will be sampled, tested, and approved by the **Bureau** before use on **Department** projects. The **Bureau** has the option to affix a seal to secure **Finely Divided Minerals** in storage (e.g. silo, truck, railroad car, or barge) until the **Bureau's** testing is completed.
- (2) Upon arrival of the **Finely Divided Mineral** to Illinois, an inspector from the **Bureau** will obtain **Acceptance (ACC) Grab Samples** according to the applicable specifications. The **Bureau** will determine the number of representative samples required.
- (3) The **Manufacturer** or **Supplier** may request the **Bureau** to sample the **Finely Divided Mineral** prior to arrival in Illinois. In the event the request is approved, the **Manufacturer** or **Supplier** shall be responsible for payment of transportation, per diem (meals), lodging, and incidental travel costs incurred by the **Department** inspector. If the **Department** determines that it lacks the resources to accomplish out-of-state inspection, the **Finely Divided Mineral** may be sampled and tested according to the procedures in Section 5.3.
- (4) **Acceptance (ACC) Samples** will be tested by the **Bureau** for conformance to Section 3.0, and to approve the **Finely Divided Mineral** for use on **Department** projects.
- (5) **Random Investigation (INV) Samples** of **Finely Divided Minerals** may be obtained at final destination by a representative of the **Department**. The representative will either take or witness the taking of the **INV Samples**. **INV Samples** will be **Grab Samples** and will be taken according to the applicable specification. The sampling location and frequency for obtaining **INV Samples** will be determined by the **Bureau** in consultation with the district offices. The **Bureau** will use **INV Samples** to verify that the **Finely Divided Mineral** shipped meets the requirements of Section 3.0.

5.3 Sampling and Test Requirements for **Unapproved Sources** Located Outside North America:

An agent of the importer shall obtain an **Independent Assurance (IND) Grab Sample** from each barge of foreign **Finely Divided Mineral** loaded at the port of entry and destined for Illinois.

The agent shall split each barge **Grab Sample** and mail one portion to the **Bureau**. The other portion shall be mailed to the importer's testing laboratory that is approved by the **Department**. The importer of the **Finely Divided Mineral** shall be responsible for all sampling and mailing costs.

The importer's laboratory shall test its portion of each barge **Grab Sample** for the standard physical requirements of the applicable specifications. One random barge **Grab Sample**, representing the **Finely Divided Mineral** in each hold of the vessel shall be tested for chemical composition.

Upon completion of the tests, the importer shall deliver to the **Bureau** a certification that states the **Finely Divided Mineral** in the vessel unloaded at the port of entry has been tested by the importer, and complies with the applicable specifications. Attached to the certification shall be a test report of all barge samples. The report shall include the name of the vessel, the source of the **Finely Divided Mineral**, the barge number, the hold number, the date the sample was taken, the quantity of **Finely Divided Mineral** in the barge, and the physical and chemical test results obtained on the samples.

The importer shall immediately notify the **Bureau** if a barge sample fails to meet the applicable specification requirements.

The **Bureau** will review the certification and compare the importer's test data to the test data obtained by the **Bureau** on its portion of each split sample.

When the certification and the accompanying test report are examined and determined to be correct, the **Bureau** will notify the importer and the district offices that the **Finely Divided Mineral** is approved for state projects.

Random Investigation (INV) Samples, from one or more barges, may be taken by a **Department** inspector when the barges arrive at the Illinois terminal(s).

The **Department** will reject any foreign **Finely Divided Mineral** tested by the **Bureau**, or the importer, that does not meet the specification requirements. The **Department** may reject any barge of **Finely Divided Mineral** wherein the differences in test values, obtained by the **Department** and the importer on the split sample, exceeds the multilaboratory precision of the test method, but the **Finely Divided Mineral** is within specifications.

Alternative proposals to the sampling and test requirements stated in this section will be considered for **Finely Divided Minerals** which have an acceptable quality history, and which have previously been approved by the **Department**. Requests shall be directed to the **Bureau of Materials and Physical Research** for approval.

6.0 ACCEPTANCE OF FINELY DIVIDED MINERALS

- 6.1 **Finely Divided Minerals** will be accepted according to the **Department's** current "Standard Specifications for Road and Bridge Construction," current special provisions, and this policy memorandum.
- 6.2 The **Bureau** will maintain and circulate a current list of **Approved Sources** of **Finely Divided Minerals** which meet the requirements of this policy memorandum. This list will include the name, location, and Producer/Supplier Number of each approved **Manufacturer** or **Supplier** of **Finely Divided Minerals**. These **Manufacturers** or **Suppliers** may ship **Finely Divided Minerals** for immediate use on **Department** projects.
- 6.3 **Finely Divided Minerals** from **Unapproved Sources** will be approved by the **Bureau** before use on **Department** projects.

7.0 REJECTION OF FINELY DIVIDED MINERALS

- 7.1 A **Finely Divided Mineral** that fails to conform to the requirements of Section 3.0 of this policy memorandum shall be rejected for use on **Department** projects.
- 7.2 The **Bureau** will notify the **Manufacturer** or **Supplier** when a **Finely Divided Mineral** is rejected for use on **Department** projects.



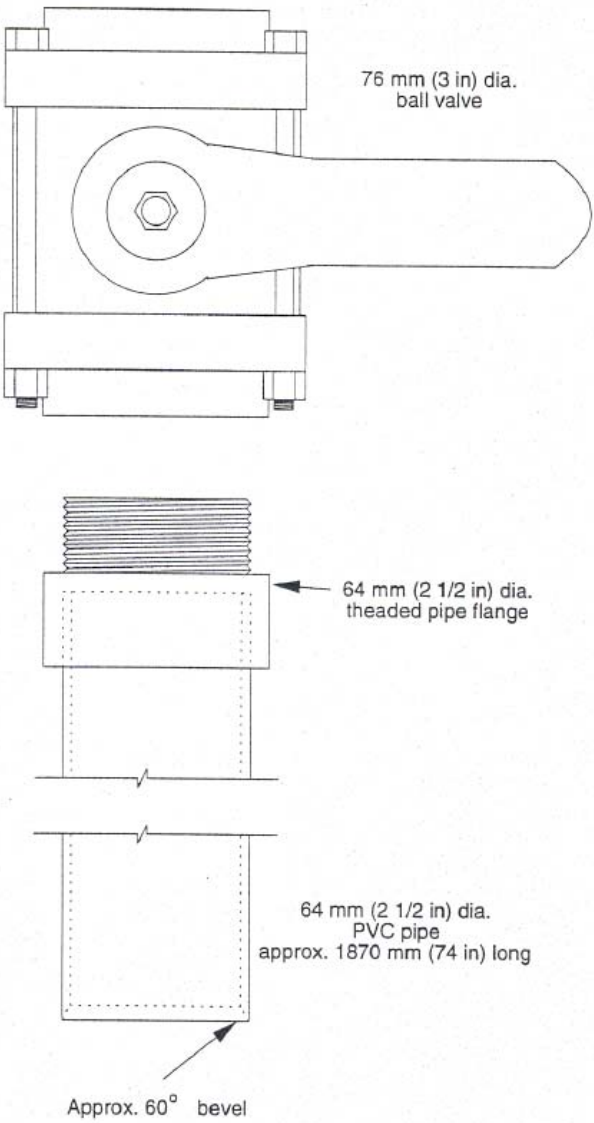
David L. Lippert, P.E.
Acting Engineer of Materials
and Physical Research

Attachment

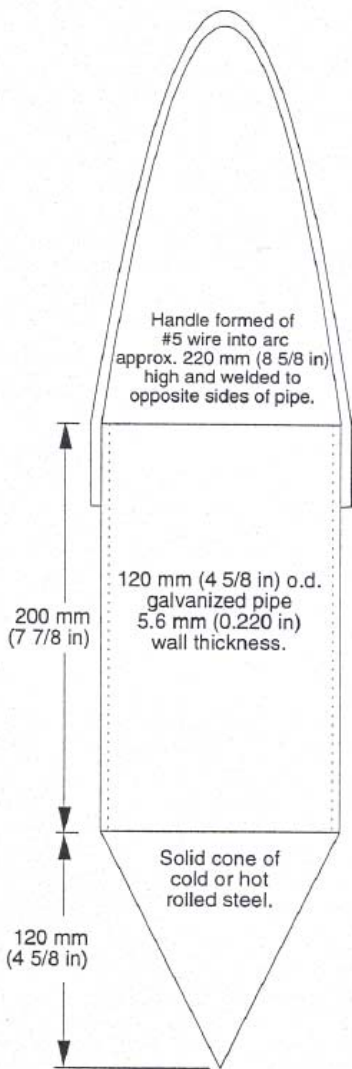
This policy memorandum supersedes Policy Memorandum 06-03 dated January 1, 2006.	
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DAD/dt

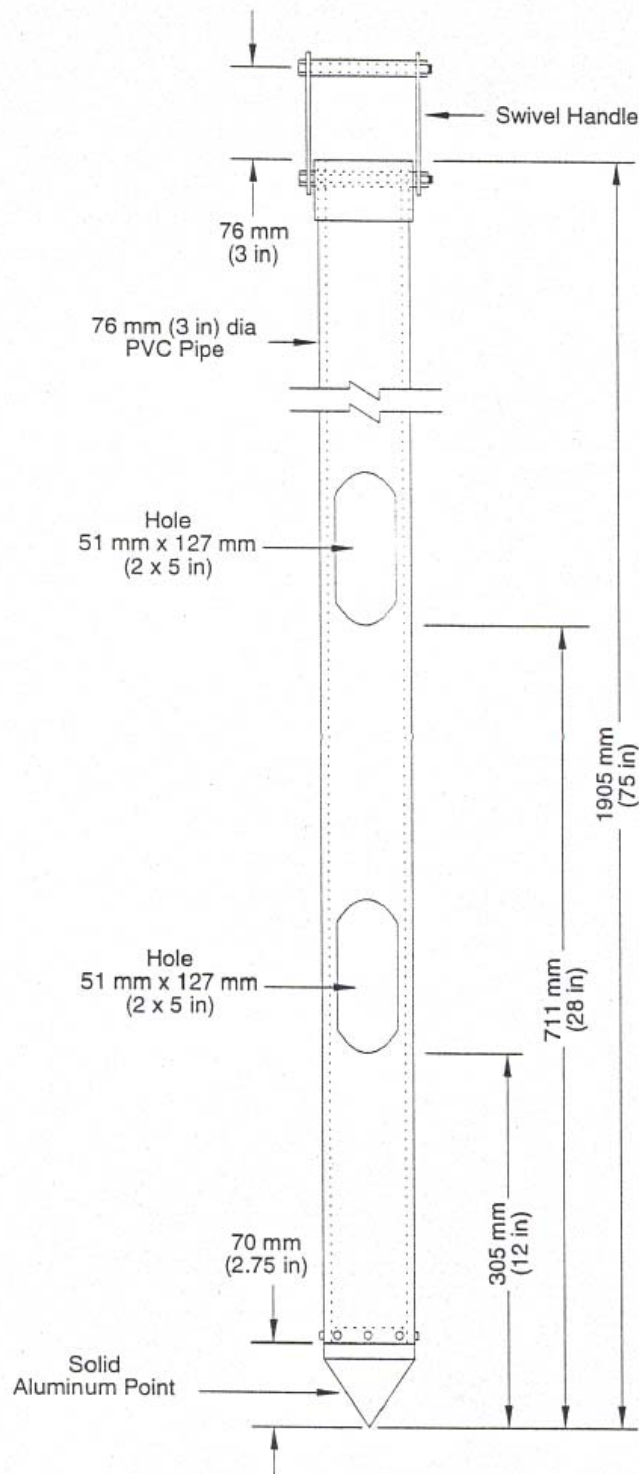
**Vacuum Type Bulk
Cement Sampler**



**Drop Type Bulk
Cement Sampler**



Note:
Total mass weight of sampler not less than 6 kg (13 lb)



Tube Type Bulk Cement Sampler

State of Illinois
Department of Transportation
Division of Aeronautics

POLICY MEMORANDUM

March 28, 2022

Springfield

Number 96-1A

TO: CONSULTING ENGINEERS

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

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

III. PRODUCTION TESTING

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

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

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

**APPENDIX B – ITEM L-126 AUTOMATED WEATHER OBSERVING SYSTEM –
LEVEL III**

ITEM L-126 AUTOMATED WEATHER OBSERVING SYSTEM – LEVEL III

DESCRIPTION

126-1.1 This item shall consist of a complete “turnkey” installation of an FAA-approved Level III Automated Weather Observing System (AWOS) in accordance with these Special Provisions and the documents listed below. The system shall be installed at the specified location and in accordance with the dimensions and details shown in the plans. The term, “turnkey,” shall mean the Contractor is responsible for installing the AWOS III, including review of the plans for suitability with proposed equipment, coordination and recommendations on site preparation, processing of paperwork and approvals required, installation, calibration and start-up of AWOS III equipment, maintenance training of airport personnel, warranties, spare parts, remote maintenance and repair monitoring, certification, travel, and other items as required for a complete, operational, and FAA-commissioned AWOS III. (A three 3-year maintenance agreement shall be included as part of this contract.) In addition, this item shall include providing and installing and gaining FAA certification for an AWOS III complete and placing the data link and broadcast transmitters on the air in compliance with F.C.C. license, rules and regulations. The AWOS III shall be a single source certified, established and proven equipment configuration. The above description shall not be construed as being all-inclusive or restrictive. All work and materials related to the power feed from the vault shall be a separate pay item (AR800027).

This item will also include the removal of the existing AWOS equipment, foundations and its related equipment and materials as a separate pay item (AR800015).

The Contractor shall ascertain that all AWOS III and radio system components furnished by him (including FAA approved equipment) are compatible in all respects with each other and the remainder of the new/existing equipment at the airport. Any non-compatible components furnished by the Contractor shall be replaced by him at no additional cost to the airport with a similar unit, approved by the Engineer (different model or different manufacturer) that is compatible with the remainder of the system and existing airport equipment.

126-1.2 USE OF DOCUMENTS The following documents shall be considered a part of this specification:

1. AC 150/5220-16E, “Automated Weather Observing Systems (AWOS) for Non-Federal Applications.”
2. AC 150/5345-53D, latest edition, “Approved Airport Equipment.”
3. AC 70/7460-1M, “Obstruction Marking and Lighting.”

126-1.3 SITE PREPARATION AND OTHER WORK

This item is divided into two parts as follows: Site Preparation and AWOS III Installation.

- a. Site Preparation. This work includes all labor, equipment, and material required to provide power and transmit the control and data signals from the AWOS III and the remote sensors, through the datalink transmitter and to the central processing unit (CPU), data acquisition terminal, remote displays and VHF transmitter,. This work includes, but is not limited to, the following:

- (1) Complete general AWOS site work including grading, installing and leveling of crushed stone, landscaping, seeding, mulching, as specified or shown on the plans.
- (2) Provide and install a new 120/240 VAC, Single Phase, 3 wire service from the Airfield Lighting Vault to the AWOS III site as noted on the plans. The cost of material and installation cable shall be paid under pay item AR80027. Items included but not limited in this items shall be new circuit breaker in the vault, cabling and conduit for remote sensor locations, tower lighting system; data link transmitter; main AWOS computer in Terminal Building, and other associated AWOS III items as required. Power cable will be in unit duct between the Airfield Lighting Vault and distribution panel at the AWOS site as detailed on the plans. Power cables at the AWOS site will be in rigid steel conduit (above ground) or high density polyethylene unit duct (underground) as allowed by the National Electric Code (NFPA 70) (NEC) current edition or as noted.

2-A Should power requirements for the proposed AWOS III site, sensor array and equipment exceed the specified power, it will be supplied as per manufacturer's specifications and recommendations. The contractor will provide the project engineer with these specifications and recommendations.

2-B Power to the CPU, data terminal, transmitters and remote data terminal will be supplied from the existing power panel in the terminal/FBO building and installed by the contractor per requirements of the NEC current edition, and shall be fed via its own circuit breakers. Power cabling in the terminal/FBO building shall be installed in metal conduits as allowed by the NEC current edition or as noted.

- (3) Provide and install control and data cables in conduit from the AWOS III site and sensor array. All control cabling at the AWOS site will be in rigid steel conduit or weather tite metallic flexible conduit as allowed by the National Electric Code (NFPA 70) (NEC) current edition or as noted
- (4) Provide and install a UHF radio data link between the AWOS site and the CPU/Data Terminal in the terminal building. Control cabling in the terminal/FBO building shall be installed in metal conduits as allowed by the NEC current edition or as noted.

- (5) Removal of existing AWOS tower, equipment, foundations and construct foundations for the tower base, distribution panel/transformer mounting channels, and sensors.
- (6) Provide and install a 30' self-supporting freestanding tower as shown on the construction plans.
- (7) Construct level rock pad as shown in the plans 8-inches in depth for the AWOS III site, centered on the tower and sensor array.
- (8) Determine true north and mark the location.
- (9) Complete miscellaneous site work and other miscellaneous items noted on the plans and specifications.
- (10) Verify sensor array site and transmitter Latitude & Longitude coordinates to the nearest thousandth of a second.
- (11) Verify sensor array site and transmitter elevation and highest point on the tower, sensor array, or antenna to the nearest hundredth of a foot.
- (12) Obtain all required licenses, state and local permits and certification in order to construct and commission an FAA certified AWOS III.

12-A Airspacing and approval for the AWOS III site and transmit locations will be submitted to the FAA by the engineer and are not the responsibility of the contractor.

12-B Application and coordination of the frequency and licensing for the UHF data link and VHF broadcast transmitters shall be the responsibility of the contractor.

12-C Application and coordination of the state and local permits required shall be the responsibility of the contractor.

The above work may be performed by the AWOS III manufacturer or an approved installer engaged in work of this type. The above descriptions shall not be construed as being all-inclusive or restrictive.

- b. **AWOS III Installation.** This work includes all labor, equipment, and material required to install, make operational and commission the AWOS III equipment, VHF equipment, UHF equipment, data acquisition, and data displays. Included in this work shall be the training of airport personnel as described herein, providing spare parts, and additional items required to provide a fully operational and FAA-commissioned AWOS III for the airport.

This work shall be performed by the AWOS III manufacturer or a certified approved installer regularly engaged in work of this type, and shall include furnishing and installing the equipment, calibration, start-up, and certification of equipment. The above descriptions shall not be construed as being all-inclusive or restrictive.

Sensors shall be installed at the locations and elevations shown in the plans or alternative locations as recommended by the manufacturer and approved by the Engineer. All connections of the cables to the sensors, data collection, processing unit and data terminal will be in accordance with the manufacturer's specifications.

The following input/output media shall be provided:

- (1) Direct Voice Input to add local notice voice broadcasts.
- (2) Voice output transmitted via the proposed VHF equipment.
- (3) Telephone dial-up access to voice output.
- (4) Computer hardware and software capable of generating the AWOS output data in a format compatible with the National Airspace Data Interchange Network (NADIN). Packet Data Format. (Third party distribution network service not included in this project.)
- (5) A minimum of two independent Universal Serial Buss USB ports for data interrogation and transfer for accident investigation.
- (6) Current industry standard ETHERNET Local Area Network (ELAN) card set shall be installed to connect with the airports current or future local area network, with the ability to display the weather data locally, and provide future access to a state or national weather data center.
- (7) One CPU/Data Terminal, complete with 17" LCD color video display with speakers and volume control, keyboard, mouse, direct voice input device, and printer. Along with data acquisition/processing hardware and software, the CPU/Data Terminal operating system shall be an open architecture type capable of future software upgrades, The CPU/Data Terminal shall be located in a secure area within the airport terminal/FBO building, as directed by the Engineer.
- (8) One remote located display terminal, complete with 17" LCD wall mounted, color video display with speakers and volume control, located in the airport terminal/FBO building, as directed by the Engineer.
- (9) The AWOS weather observation output shall be set in Mode 2 – Full-time Automated Operation with Local Notice to Airmen (NOTAM).

126-1.4 AWOS III SERVICES In addition to supplying and installing the aforementioned equipment, the AWOS III installer/manufacture shall provide the following services and equipment:

- a. Assist the Airport to obtain all required licenses, permits, agreements, and certification in order to accomplish FAA commissioning of the AWOS III system.
- b. Conduct all required systems performance tests and participate in FAA ground check, flight check, and site commissioning of the AWOS III system complete. This includes providing and compensating a qualified technician to be on site for the FAA, ground and flight check of the AWOS III and placing the transmitters on the air in accordance with FCC rules and regulations.
- c. Prepare the AWOS III for the FAA ground check. Place and keep the AWOS III in an operational test mode until it is certified by the FAA. If the FAA disapproves either the ground check or flight check, the installer/manufacture shall further prepare the AWOS III until it will pass the check.
- d. Post certificates and notices outlined in AC 150/5220-16E.
- e. Provide onsite system operation, maintenance, and repair technician training including three complete sets of manuals per airport for designated airport operator and technical personnel. Upon completion of this training, personnel shall be prepared to provide onsite assistance and possess the ability to perform routine maintenance, adjustments and calibration.
- f. Provide a Memorandum of Agreement (MOA) for three years starting on the day of FAA commissioning for AWOS system maintenance. The agreement shall cover required inspections and maintenance visits to keep the system in operation for the duration of the MOA. This agreement will be considered incidental to the contract and no additional compensation will be made.
- g. Accomplish Remote Maintenance and Repair Monitoring for three years starting on the day of FAA commissioning and provide written documentation of same to the Engineer. This agreement will be considered incidental to the contract and no additional compensation will be made.
- h. All test equipment and a Princo Model 453 mercurial barometer or approved equal, required for calibration, acceptance testing, servicing and/or preventive maintenance checks shall be included in the base bid. All test equipment shall become the property of the airport.
- i. Provide spare sensors or parts for the sensors, as applicable and spare parts for the sensor array, CPU/Data Terminal, display terminal and any other spare parts recommended by the manufacturer (typically those with an expected one year lifespan – See 126-2.13). This spare parts supply cache should be continually replenished after use during the three year maintenance period.
- j. At the end of the three year maintenance period, all systems shall be adjusted and re-calibrated and all associated testing and calibration equipment should be turned over to the airport/owner.

- k. Provide access codes or passwords unique to this AWOS and installed equipment in order to perform user and engineering level adjustments and calibration.
- l. All work shall be completed in accordance with these Special Provisions, the construction plans, and the AC 150/5220-16E.

EQUIPMENT, MATERIALS, AND SERVICES

126-2.1 GENERAL

- a. Except as specified otherwise, all new equipment shall be provided by the Contractor and shall be tested for specification conformance as part of the Aviation Lighting Equipment Certification Program. FAA approval of airport lighting equipment and subsequent inclusion in Advisory Circular 150/5345-53D, "Approved Airport Equipment", only means that the test data satisfied the applicable specification requirements. This does not insure that the approved equipment will satisfactorily operate when connected either power-wise and/or control-wise, to other approved airport lighting equipment or "off the shelf" equipment not requiring FAA approval.
- b. Equipment and materials covered by other referenced specifications shall be subject to acceptance through the manufacturer's certification of compliance with the applicable specifications.

126-2.2 SITE EQUIPMENT AND MATERIALS

- a. Structural Concrete. Structural concrete used for tower base construction, sensor base construction and other miscellaneous concrete construction shall conform to Item 610 Structural PCC.
- b. Power and Communications Cable. Shall conform to ANSI/NFPA 70 – National Electric Code and UL Standard No. 44, Thermoset Insulated wires and Cables, and as detailed on the plans.

RHW-2/USE Wire shall be 600V rated, sized as indicated on the drawings. Cable shall comply with Underwriters Laboratories Standard U.L. 44 (for RHW-2) and UL 854 (for USE) and shall pass IEEE 383, 70,000 BTU/hr and VW-1 Flame Tests. Cable insulation shall be abrasion, moisture, heat and sunlight resistant black cross linked polyethylene (XLP). Cables shall be rated for use at 90 degrees C in both wet and dry locations and be suitable for use in conduit, underground service entrance rated cable and direct burial applications.

THHN/THWN cable shall be 600 Volt rated and sized as indicated on the drawings. Cable shall comply with Underwriter's Laboratories Standard U.L. 83. Cables shall be rated 90 degrees C in dry locations and 75 degrees C in wet locations.

- c. Electrical Duct. Shall conform as detailed on the plans.
All outdoor conduits above grade shall be galvanized rigid steel unless otherwise noted in the plans. All buried conduit shall be High Density Polyethylene unless otherwise

noted in the plans. All indoor conduits above grade shall be EMT unless otherwise required by code (NEC) or as noted in the plans.

- d. Distribution Panel. Shall be lockable, rated NEMA 3R, with main breaker and branch circuit breakers as detailed on the plans. Panel, main circuit breakers and branch breakers shall be of the size and type and as detailed on the plans, recommended by the manufacturers and approved by the Engineer. Branch circuit breaker located in electrical vault shall be as shown and detailed in plans.
- e. Stone. Shall be crushed aggregate (AR209608).

126-2.3 AWOS III EQUIPMENT AND MATERIALS

- 1. AWOS III SYSTEM. The AWOS III shall be a certified FAA system in accordance with the above documents and manufactured by:

Mesotech International, Inc.
2731 Citrus Road, Suit D
Rancho Cordova, California
95742
Tel: 800 637-6832

All Weather, Inc.
1165 National Drive
Sacramento, CA 95834
USA Toll Free: 800-824-5873
Tel: 916 928-1000

DBT Transportation Services
1065 National Drive
Sacramento, CA 95834
Tel: 970 237-3521

OR APPROVED EQUAL

- 2. General Performance Standards
 - a) Input Power: AWOS equipment shall operate from a 120 AC ($\pm 10\%$), 60 Hz (± 5 Hz), 2-wire single phase service. The AWOS enclosure shall be mounted to the AWOS tower in accordance with the manufacturer's specifications. The required amount of current (amperes) shall be determined by the AWOS manufacturer.
 - b) Loss of Power: The AWOS system will return to normal operation without human intervention after a power outage. When power is restored, the system will not output erroneous data. The system shall have the capability of operating from an Uninterruptible Power Supply (UPS), which is not included in this contract.
- 3. Operating Environment. The AWOS equipment shall meet the requirements for operating in a Class 1 environment as defined in AC 150/5220-16E.
- 4. AWOS III Instrumentation. The systems to be installed shall be FAA certified as AWOS III. All equipment provided shall be new. The weather station shall contain the

following weather monitoring instruments and shall meet the specifications contained herein:

- (a) Wind (speed, direction, and gusts) shall meet the specifications for AWOS contained in AC 150/5220-16E.
 - (b) Air temperature shall meet the specifications for AWOS contained in AC 150/5220-16E. Temperatures from -65° F to 130° F shall be reported by the system.
 - (c) Dew points sensor shall meet the specifications for AWOS contained in AC 150/5220-16E.
 - (d) Barometric pressure sensor shall meet the specifications for AWOS contained in AC 150/5220-16E.
 - (e) Cloud height sensor shall meet the specifications for AWOS contained in AC 150/5220-16E.
 - (f) Visibility sensor shall meet the specifications for AWOS contained in AC 150/5220-16E.
 - (g) Precipitation occurrence and accumulation sensor shall meet the specifications for AWOS contained in AC 150/5220-16E.
 - (h) Report density altitude shall meet the specifications for AWOS contained in AC 150/5220-16E.
5. AWOS Data Processor. Shall meet the specifications for AWOS contained in AC 150/5220-16E. The voice message shall be provided to users via an integral automatic telephone answering device. The system shall generate these outputs: computer generated voice transmitted to pilots; telephone port for dial-up service; personal computer access via modem/network interface card, output port for a video display; and output port to one of the national weather networks. Equipment and installation required for communication with a national or state weather network is not included in this contract. An error indication light (or error notification on the video display) shall be provided which will be located in an attended location and will be energized when a parameter is reported “missing” by the AWOS.
4. Voice Subsystem. Shall meet the specifications for AWOS contained in AC 150/5220-16E. The voice system will contain an automatic telephone answering device that will permit user access to the voice message via the public telephone system according to AC 150/5220-16E, paragraph 32.a.(7). The voice system shall be loud and clear when received.
5. Voice Message Addition. Shall meet the specifications for AWOS contained in AC 150/5220-16E. Shall contain a device and the capability to manually input a voice message to the end of the computer generated voice message according to AC 150/5220-16E, Paragraph 31.a.(1)(iv). The voice system shall be loud and clear when received.

6. Date – Terminal (DT). DT shall be installed at location shown on plans or as directed by the Resident Engineer or Airport Manager.

126-2.4 VHF TRANSMITTER

- A. The VHF transmitter shall be a Global-Wulfsberg WT100 or approved equal. The transmitter shall operate in the 118-136 MHz band and shall have FAA approval of FCC type acceptance. The transmitter will be turned on the assigned frequency and placed on the air by a qualified technician possessing the required FCC credentials.
- B. The antenna mount at the terminal/FBO building shall be a universal one leg mount as manufactured by ROHN Products LLC, Model 1LG or approved equal.
- C. The voice shall originate at the terminal/FBO building and broadcast via VHF equipment.
- D. Equipment, material, antenna, cable, miscellaneous items, and labor required to install and place the VHF equipment on the air in compliance with the F.C.C. license, rules and regulations will be as recommended by the manufacturer and considered incidental to the project, no additional compensation will be allowed.

126-2.5 EQUIPMENT ENCLOSURES AWOS components not designed for outdoor use shall be located in the terminal/FBO building in accordance with manufacturer and FAA guidelines. All outdoor enclosures will be NEMA 4 enclosures. All outdoor hardware is to be constructed of material specified and shall be corrosion resistant. If no materials are stated, stainless steel or aluminum may be used.

126-2.6 CONDUIT Conduits shall be used between all sensors at the AWOS site and inside the terminal/FBO building for both power and signal cables. The conduit shall meet the requirements of these specifications and the National Electric Code (NEC).

Schedule 40 Galvanized Rigid Steel Conduit shall be of heavy wall type fabricated from mild steel tubing and shall have a hot-dipped galvanized inner and outer coating, with a final coating of zinc chromate. Conduit and installation shall comply with all requirements in NEC Article 344.

Electrical Metallic Tubing (EMT) shall be hot dip galvanized steel with an organic corrosion resistant coating and shall be produced in accordance with U.L. Standard 797, ANSI C80.3 and NEMA RN2. Fittings for EMT conduit shall be compression type only, set-screw type fittings shall not be utilized. Conduit and installation shall comply with all requirements in NEC Article 358.

High-Density Polyethylene Conduit (Unit Duct) shall be installed with additions, options and exceptions as noted herein. Unless otherwise specified, the Polyethylene Duct shall be Schedule 40 and comply with the following:

1. NEMA TC-7 Smooth Wall Coilable Polyethylene Electrical Plastic Duct
2. ASTM D-3350 Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications
3. ASTM D-2477 Standard Specifications for Polyethylene (PE) Plastic Pipe, Schedules 40 and 80, Based on Outside Diameter
4. ASTM D-3350 Standard Specifications for Polyethylene Plastics Pipe and Fittings Materials
5. NEC Art. 353 High Density Polyethylene Conduit; Type HDPE Conduit

Materials used for the manufacture of the polyethylene conduit and casing shall be high-density polyethylene that meets or exceeds a cell classification of 334430C (Black) or 334430E (Colored Shell) per ASTM D-3350. Recycled and reclaimed materials from outside the manufacturers plant shall not be utilized in manufacture. Black material shall contain a minimum of 2% carbon black for long-term protection against UV degradation. The base resin used in the manufacture of the product shall contain a high-quality anti-oxidant package. The wall thickness shall be in accordance with ASTM D-2447. Conduit or casing shall be continuously marked with durable printing at intervals no greater than five (5) feet. Coils and reels shall have sequential footage marks. In order to prevent the entrance of dirt and water, the open ends of each length of reeled flexible duct, and all installed lengths prior to termination, shall be sealed by plastic caps. Polyethylene duct shall be Tamaqua, CPCChem (Division of Chevron Phillips Chemical), Cablecon (by Integral Corp.) or equivalent. All fittings shall be specifically designed for use with polyethylene conduit. All terminations of polyethylene conduit to other conduit types shall be made utilizing fittings listed for the purpose. Solvent bonding of polyethylene conduit shall utilize American Polywater Corp. BonDuit Conduit Adhesive, or approved equivalent. Conduit and installation shall comply with all requirements in NEC Article 353.

126-2.7 WIRE AND CONTROL CABLE Wire and control cables shall meet the requirements of the NEC and equipment manufacturer's recommendation. Control cables shall be the manufacturer's required number of pairs plus one spare pair for each pair used. All cables are to be shielded. Buried communications cables will be RDUP PE-39 CASPIC-F. All communications cables will meet AWOS manufacturer's specifications.

126-2.8 AWOS DATA LINK The AWOS system shall utilize a UHF radio link for transmitting AWOS data to the CPU/ Data Terminal, display terminal, printer and audio outputs. The UHF transmitter shall be Motorola K24 series model or an approved equivalent. The antenna mount at the terminal/FBO building shall be a universal one-leg mount as manufactured by ROHN Products LLC, Model 1LG or approved equal. The Contractor shall determine the required power output of the transmitter, and he/she shall obtain a radio license, if required, for this transmitter from the Federal Communication Commission. The Contractor shall be responsible for establishing the direct line of communication between the transmitter and the receiver. The receiver shall collect the transmitted data flawlessly. In addition, the Contractor shall provide three complete sets of the manufacturer's operation and maintenance manuals for this data link to the Airport Owner.

126-2.9 TOWER Shall be a triangular truss, welded steel, self-supporting tower as manufactured by ROHN Products LLC, Model 45G or approved equivalent. The tower shall not exceed the height specified in the drawings or in the airport sections in this specification. The tower shall conform to the AWOS manufacturer's specifications.

126-2.10 TOWER PAINTING The tower shall be primed in accordance with the manufacturer's specifications prior to painting and shall be painted with alternating bands of aviation surface orange and white. The band widths shall be 1/6 of the height of the tower and perpendicular to the vertical axis of the tower with the bands at each end colored orange. Paint and aviation colors referred to in the specifications should conform to Federal Standards FED-STD-595. The colors are:

- a. Orange Number 12197, Aviation Surface Orange.
- b. White Number 17875, Aviation White.

126-2.11 OBSTRUCTION LIGHT A Dual L-810 L.E.D. obstruction light shall be placed within five feet of the highest point on the tower/sensor array in accordance with FAA requirements and manufacturer's plans and specifications. The two lamps on the L-810 are to be wired in parallel on a dedicated circuit.

126-2.12 TRANSIENT AND LIGHTNING PROTECTION AWOS and radio equipment shall be protected against damage or operational upset due to lightning including induced surges on all sensor input lines, sensor supply lines and incoming power and data communication lines. Equipment (including electrical circuits of fiber optics modems) and personnel shall be protected from lightning surges and voltages, from power line transients and charges. Lightning protection systems shall be designed and installed in accordance with the Lightning Protection Code, NFPA 7B, and the manufacturer's recommendations for all equipment structures. Transient and lightning protection shall be installed at the start of construction to prevent damage to the instrumentation and components.

126-2.13 SPARE PARTS The AWOS III manufacturer shall recommend and provide spare parts for the AWOS III. In general, these spare parts should be those with relatively low mean time between failure rates. The price of the spare parts shall not exceed 10 percent of the total equipment price. The spare parts shall be approved by the Engineer.

126-2.14 REMOTE MAINTENANCE AND REPAIR MONITORING The AWOS III manufacturer shall establish and demonstrate remote maintenance and repair monitoring of each system. This service consists of monitoring, at least weekly, each system via the telephone link, interrogating the system when a problem is detected, and notifying, with the initial diagnosis, the local repair technician that a problem is present and to dispatch him/her to the airport to accomplish the maintenance/repair. This service shall be in effect for three years commencing on the day of FAA commissioning. The system shall be monitored at least weekly. Documentation of same will be submitted to the Airport Manager on a quarterly basis. This agreement will be considered incidental to the contract and no additional compensation will be made.

126-2.15 MAINTENANCE The contract shall include a three-year maintenance agreement with the AWOS III manufacturer/installer. The agreement shall cover four inspections per year required by the FAA as well as parts, labor and return trips required to correct any discrepancies found in the inspections. This agreement shall also include up to two trips a year for the manufacturer's representatives to troubleshoot and repair any unanticipated malfunctions. This agreement will be considered incidental to the contract and no additional compensation will be made.

126-2.16 TRANSFORMERS Step up/down transformers shall be installed for AWOS power as detailed in the plans. Transformers shall be sealed, dry type, NEMA 3R, Square D # 10S1F or approved equivalent. Installation shall meet the requirements of these specifications and the National Electric Code (NEC).

CONSTRUCTION METHODS

126-3.1 GENERAL The AWOS III layout shown in the plans is provided for guidance purposes. The Contractor shall submit a system layout according to the manufacturer's recommendations for approval to the Engineer prior to issuance of a Construction Notice to Proceed.

126-3.2 SITE PREPARATION All required grading, clearing, concrete foundation construction, trenching, aggregate stone, cabling, and other preparations will be considered incidental to the contract and no additional compensation will be made.

126-3.3 POWER AND COMMUNICATIONS Power and communication lines shall be installed in accordance with the manufacturer's specifications and recommendations, and ANSI/NFPA 70 – The

National Electric Code. All splices shall be made in hand holes, junction boxes, or equipment cabinets. Splices will be minimized and require the engineer's approval. A distribution panel shall be installed as shown in the plans. The installation of AWOS load center, panelboard, unitstrut frame and grounding, and circuit breaker in electrical vault as shown on the plans is incidental to the AWOS pay item.

126-3.4 TOWER AND SENSOR BASES The Contractor shall submit detailed shop drawings of the tower and sensor bases shown in the plans for the approval of the Engineer prior to issuance of a Notice to Proceed. All bases shall be constructed using portland cement concrete conforming to Item 610 Structural PCC.

Base construction, including, but not limited to, excavation, forming, concrete placement, setting of miscellaneous steel, and curing, shall be considered incidental to the contract and no additional compensation will be made.

126-3.5 WIND SENSOR TOWER The wind sensor tower shall be installed in accordance with the manufacturer's specifications AC 150/5220-16E. The Contractor shall submit detailed shop drawings of the wind sensor tower to the Engineer for approval prior to issuance of the Notice to Proceed.

126-3.6 AWOS III SENSORS The AWOS III sensors shall be located as shown in the plans unless otherwise approved by the Engineer. AWOS III sensors shall be installed in accordance with manufacturer's specifications, AC 150/5220-16E.

126-3.7 MARKING AND LABELING All equipment, wires, terminal blocks, etc. shall be tagged, marked, or labeled as specified:

- a. Wire Identification. The Contractor shall furnish and install self-sticking wire labels or identifying tags on all wires at the point where they connect to the equipment or to the terminal blocks. Wire label, if used, shall be of the self-sticking preprinted type and of the manufacturer's recommended size for the wire involved. Identification markings shall be as designated by the Engineer. Tags, if used, shall be of fiber not less than 3/4 inch in diameter and not less than 1/32 inch thick. Identification markings shall be stamped on tags by means of small tool dies. Each tag shall be securely tied to the proper wire by a nonmetallic cord.
- b. Labels. Each piece of equipment shall be identified by a stenciled identification with a contrasting color (either black or white) or by a permanently affixed engraved nameplate that is in plain view.

126-3.8 EQUIPMENT INSTALLED IN THE TERMINAL BUILDING The proposed CPU/ Data Terminal, display terminal, radio sets and ancillary equipment shall be installed in terminal/FBO building at locations provided by the Engineer. The proposed equipment shall be in accordance with the manufacturer's specifications and AC 150/5220-16E.

The automatic telephone answering device shall be installed at the proposed CPU/Data Terminal. The device shall be installed in accordance with the manufacturer's specifications and with AC 150/5220-16E.

Cost and coordination of phone service shall be handled by the Airport.

126-3.9 MANUFACTURER'S WARRANTY The manufacturer will submit a statement certifying that the following minimum warranty will be provided for the equipment:

“The equipment has been manufactured and will perform in accordance with the requirements of FAA AC 150/5220-16E. Any defect in design, materials, or workmanship which may occur during proper and normal use during a period of 1 year from the date of commissioning or will be corrected by repair or replacement by the manufacturer F.O.B. factory.”

126-3.10 TRAINING The manufacturer shall provide operation, maintenance, and repair training to two designated personnel from the airport. Three complete sets of operation, maintenance, and repair manuals shall be provided to each airport. The Contractor shall submit a Training Program plan to the Engineer prior to issuance of a Notice to Proceed.

126-3.11 VHF VOICE TRANSMISSION The AWOS will be connected to the proposed VHF transmitter enabling it to transmit voice according to the plans and special provisions.

AWOS broadcasts transmitted from VHF transmitter shall be received loud and clear. Its signal will be checked by the FAA.

126-3.12 GROUNDING The Contractor shall furnish and install all grounding shown on the plans and/or as recommended by the respective AWOS system manufacturer and/or as may be necessary or required to make a complete grounding system as required by the latest National Electrical Code (NFPA 70 and NFPA 250) in force, whichever is most restrictive.

The equipment grounding conductors shall be identified by the color green and shall be the same size and insulation type as the phase conductors or as sized on the plans.

Contractor shall furnish and install ground fields and/or ground rods at all locations where shown on the plans. Top of ground rods shall be a minimum of one foot below finish grade unless otherwise noted on the plans. All connections to ground rods shall be made with one shot, exothermal type connectors, Cadweld, Thermoweld or equal. Bolted connections will not be permitted at ground rods. In addition to the grounding work described herein and shown on the plans, the Contractor shall test the made electrode ground field with an instrument specifically designed for testing ground field systems. If ground resistance exceeds 25 ohms, install an additional ¾” diameter 10 foot long U.L. listed copper clad ground rod 10 feet from the grounding field and connect it to the ground field previously installed. Copies of ground field test results shall be furnished to the Engineer for review and record purposes.

Exterior ground field resistance testing shall not be measured during unusually wet weather and should be performed during normal weather and soil conditions. Any tests incorrectly performed or not performed to the satisfaction of the engineer will be repeated. Costs for all such re-testing will be considered incidental to the project.

All connections between the different types of grounding conductors shall be made using bolted ground connectors. For ground connections to enclosures, cases and frames of electrical equipment not supplied with ground lugs the Contractor shall drill required holes for mounting a bolted ground connector. All bolted ground connectors shall be Burndy, or equal. Tighten connections to comply with tightening torques in J.L. Standard 486A to assure permanent and effective grounding.

All motor frames, pump bases, conduits, cabinets, boxes, etc. shall be positively bonded. Provide grounding bushings at all conduits entering Service Entrance Equipment and Distribution Panels and bare ground wire from bushing to ground bus in the respective Service Entrance Equipment or Distribution Panels.

The ground wire from motors and equipment shall not be smaller than allowed by Table 250-95 “Minimum Size Conductors or Grounding Raceway and Equipment” of the latest edition of NEC. In no cases shall

ground wire be smaller than #12 AWG stranded copper. All ground wire shall be copper either bare or insulated green in color. The ground wire shall be adequately protected from damage and shall be connected to the service ground bus.

It is the intent of this specification that all motor frames, equipment, etc. have a continuous copper wire ground connection. Conduit and connectors will not be considered as adequate grounding.

Contractor shall provide a positive ground bond for all outlet boxes, electrical equipment enclosures, grounding receptacles, etc., install a grounding conductor in all wire and cable raceways. Ground conductor to have 600-volt insulation and be identified by a continuous green color coating. They shall be used solely for grounding purposes and be entirely separate from white grounded neutral conductor, except at the supply side of service disconnecting means, where the grounding and neutral systems are to be connected to the service ground.

Contractor shall provide all boxes for proposed outlets, switches, circuit breakers, etc. with grounding screws. Provide all panel board, load center, etc. enclosures with grounding bars with individual screws, lugs, clamps, etc. for each of the grounding conductors that enter their respective enclosures.

Each and all grounded cases and metal parts associated with electrical equipment shall be tested for continuity of connection with the ground bus system by the Contractor in the presence of the Engineer or his representatives.

All exterior exposed metal conduit, where not electrically continuous because of manholes, etc., shall be bonded to all other conduit in the duct run, and at each end, with a bare copper conductor as sized from the appropriate NEC tables. (Size to be based on the largest conductor entering the duct.) At each structure, the conduit grouping shall be bonded to the equipment grounding bus with an insulated conductor (of the type used in the duct run) as sized from the appropriate NEC table.

Terminal/FBO Building Ground Testing

At the Terminal/FBO building the contractor shall test the existing ground field resistance to earth using “three-terminal” or “fall-of-potential” test as described in IEEE Standard #81. As an alternate, a specially designed clamp-on instrument such as AEMC model 3710 or 3730 may be used if found acceptable to the engineer. Based on measured field data, the contractor shall calculate the ground field resistance and furnish copies to the owner and engineer for record. If the resistance is found to be greater than 25 ohms, one additional ground rod shall be driven with a minimum separation equal to the length of the ground rod used and connected in parallel with the ground field under test.

The contractor shall also test all existing ground electrode conductors brought into the Terminal/FBO building from the existing ground field for satisfactory continuity. The grounding path shall not exceed 0.010 ohms. If the grounding path is found to exceed 0.010 ohms, the contractor shall inspect the existing ground electrode conductor and connection and make a recommendation for remediation of the situation to the engineer and the owner.

Testing of ground field resistance, grounding electrode conductor resistance and the addition of a ground rod and bonding conductor if required shall be considered incidental to the contract.

BASIS OF PAYMENT

126-4.1 Basis of payment is for a complete “turnkey” AWOS III system inspected, tested, certified and commissioned, by the FAA and installed and accepted in accordance with the Plans and these Special Provisions and shall be paid for at the contract unit price.

The unit price shall be full compensation for furnishing all materials, equipment, tools and labor to construct this item of work. The unit price shall also include full compensation for all permitting, licensing,, furnishing all required testing and calibration equipment, furnishing training services, providing spare parts, and furnishing the three year remote monitoring and maintenance agreements. No separate payment will be made for any work required for a “turnkey” AWOS III System complete.

Basis of payment for the removal of AWOS equipment and foundations shall be accepted in accordance with the plans and these special provisions shall be paid for under the contract unit price. This price shall include removal of all existing AWOS equipment, foundations, underground conductors and all incidental work, materials, equipment, and labor necessary to complete the item.

Payment shall be made under:

AR800015	REMOVE AWOS EQUIPMENT AND FOUNDATIONS – per lump sum.
AR800016	INSTALL TYPE III AWOS – per lump sum.