

5A

RETURN WITH BID

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

Letting June 17, 2011

BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL
(see instructions inside front cover)

NOTICE TO PROSPECTIVE BIDDERS

This proposal can be used for bidding purposes by only those companies that request and receive written **AUTHORIZATION TO BID** from IDOT's Central Bureau of Construction.
(SEE INSTRUCTIONS ON THE INSIDE OF COVER)

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



Illinois Department of Transportation
DIVISION OF AERONAUTICS

Contract No. QU014
Quad City International Airport
Moline, Illinois
Rock Island County
Illinois Project No. MLI-4081
Federal Project No. 3-17-0068-xx

For engineering information, contact Jeff McKay of Missman Stanley & Associates, P.C. at (309) 788-7644.

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

PLEASE MARK THE APPROPRIATE BOX BELOW:

- A Bid Bond is included.
- A Cashier's Check or a Certified Check is included.

INSTRUCTIONS

ABOUT IDOT PROPOSALS: All proposals issued by IDOT are potential bidding proposals. Each proposal contains all Certifications and Affidavits, a Proposal Signature Sheet and a Proposal Bid Bond required for Prime Contractors to submit a bid after written **Authorization to Bid** has been issued by IDOT's Central Bureau of Construction. In addition, this proposal contains new statutory requirements applicable to the use of subcontractors and, in particular, includes the State Required Ethical Standards Governing Subcontractors to be signed and incorporated into all subcontracts.

WHO CAN BID?: Bids will be accepted from only those companies that request and receive written **Authorization to Bid** from IDOT's Central Bureau of Construction. To request authorization, a potential bidder must complete and submit Part B of the Request for Authorization to Bid/or Not For Bid Status form (BDE 124 INT) and submit an original Affidavit of Availability (BC 57).

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?: When a prospective prime bidder submits a "**Authorization to Bid or Not for Bid**" form, he/she must indicate at that time which items are being requested For Bidding purposes. Only those items requested For Bidding will be analyzed. After the request has been analyzed, the bidder will be issued an **Authorization to Bid or Not for Bid Report**, approved by the Central Bureau of Construction, that indicates which items have been approved For Bidding. If **Authorization to Bid** cannot be approved, the **Authorization to Bid or Not for Bid Report** will indicate the reason for denial. If a contractor has requested to bid but has not received a **Authorization to Bid or Not for Bid Report**, they should contact the Central Bureau of Construction in advance of the letting date.

WHAT MUST BE INCLUDED WHEN BIDS ARE SUBMITTED?: Bidders need not return the entire proposal when bids are submitted. That portion of the proposal that must be returned includes the following:

1. All documents from the Proposal Cover Sheet through the Proposal Bid Bond
2. Other special documentation and/or information that may be required by the contract special provisions

All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed by IDOT personnel.

ABOUT SUBMITTING BIDS: It is recommended that bidders deliver bids in person to insure they arrive at the proper location prior to the time specified for the receipt of bids. Any bid received at the place of letting after the time specified will not be accepted.

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

Questions Regarding	Call
Prequalification and/or Authorization to Bid	(217)782-3413
Preparation and submittal of bids	(217)782-7806



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of _____

Taxpayer Identification Number (Mandatory) _____ a

for the improvement officially known as:

(a) Quad City International Airport

(b) The proposed improvement shown in detail on the plans issued by the Department schedule and detail sheets included herein, includes, in general, the following described work:

Runway 10-28 Decommissioning

2. The plans for the proposed work are those issued by the Department of Transportation to cover the work described above.

The specifications are those prepared by the Department of Transportation, Division of Aeronautics and designated as "Standard Specifications for Construction of Airports," the "Supplemental Specifications and Recurring Special Provisions," the "Interim Revisions to Supplemental Specifications and Recurring Special Provisions", latest editions located on the IDOT website at <http://www.dot.il.gov/aero/airspecs.html>, and the "Special Provisions" thereto, adopted and in effect on the date of invitation for bids.

3. **COMPLETION TIME/LIQUIDATED DAMAGES.** 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 126 calendar days, unless additional time is granted by the Engineer in accordance with the provisions of the specifications. It is anticipated that the majority of the work associated with this contract will be performed during the 2012 construction season. 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 below, 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. The following Schedule of Deductions supersedes the table given in Section 60-09 of the Division's Standard Specifications for Construction of Airports.

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	\$ 375	\$ 500
100,000	500,000	625	875
500,000	1,000,000	1,025	1,425
1,000,000	3,000,000	1,125	1,550
3,000,000	5,000,000	1,425	1,950
5,000,000	10,000,000	1,700	2,350
10,000,000	And over	3,325	4,650

A daily charge shall be made for every day shown on the calendar beyond the specified contract time in calendar days.

RETURN WITH BID

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

A combination bid is a total bid received on 2 or more proposals. No combination bids other than those specifically set up by the Department will be considered. Separate proposal forms will be issued for each project in the combination so bids may be submitted on the combination as well as on separate units of the combination. The Department reserves the right to make awards on combination bids or separate bids to the best advantage of the Department.

If a combination bid is submitted on 2 or more proposals, separate proposals on each individual contract shall also be submitted, and unless separate proposals are so submitted, the combination bid will not be considered. If the bidder desires to submit a combination bid, the bidder shall state, in the place provided in the proposal form, the amount of the combination bid for the entire combination.

If a combination bid is submitted on any stipulated combination, and errors are found to exist in computing the gross sum bid on any one or more of the individual proposals, corrections shall be made, by the Department and the amount of the combination bid shall be corrected so that it will be in the same proportion to the sum of the corrected gross sum bid as the combination bid submitted was to the sum of the gross sum bid submitted.

The following provisions shall govern combination bidding:

- (a) A combination bid which is submitted for 2 or more proposals and awarded on that basis shall have the bid prorated against each proposal in proportion to the bid submitted for each proposal.
- (b) Separate contracts shall be executed for each individual proposal included in the combination.
- (c) The contract time for all contracts awarded on a combination bid shall be the sum of all calendar days contained within each contract included in the combination, unless otherwise provided in the contracts.
- (d) In the event the Contractor fails to complete any or all of the contracts on the combination bid within the contract time, including any authorized extension, the liquidated damages shall be determined from the schedule of deductions shown above in paragraph 3 for each day of overrun in contract time, based on the combination bid total, and shall be computed on the combination and prorated against the 2 or more individual contracts based on the dollar value of each contract.
- (e) The plans and Special Provisions for each separate contract shall be construed separately for all requirements, except as described in paragraphs (a) through (d) listed above.

RETURN WITH BID

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

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

Schedule of Combination Bids

Combination No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

8. SCHEDULE OF PRICES. The undersigned submits herewith, in accordance with the rules and instructions, a schedule of prices for the items of work for which bids are sought. The unit prices bid are in U.S. dollars and cents, and all extensions and summations have been made. The bidder understands that the quantities appearing in the bid schedule are approximate and are provided for the purpose of obtaining a gross sum for the comparison of bids. If there is an error in the extension of the unit prices, the unit prices shall govern. Payment to the contractor awarded the contract will be made only for actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as provided elsewhere in the contract.

9. AUTHORITY TO DO BUSINESS IN ILLINOIS. Section 20-43 of the Illinois Procurement Code (30 ILCS 500/20-43) provides that a person (other than an individual acting as a sole proprietor) must be a legal entity authorized to do business in the State of Illinois prior to submitting the bid.

10. The services of a subcontractor will or may be used.

Check box Yes

Check box No

For known subcontractors with subcontracts with an annual value of more than \$25,000, the contract shall include their name, address, and the dollar allocation for each subcontractor.

11. EXECUTION OF CONTRACT. The Department of Transportation will, in accordance with the rules governing Department procurements, execute the contract and shall be the sole entity having the authority to accept performance and make payments under the contract. Execution of the contract by the Chief Procurement Officer or the State Purchasing Officer is for approval of the procurement process and execution of the contract by the Department. Neither the Chief Procurement Officer nor the State Purchasing Officer shall be responsible for administration of the contract or determinations respecting the performance or payment there under except as otherwise permitted in the Illinois Procurement Code.

STATE JOB #- - - -

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - QU014

ECMS002 DTGECM03 ECMR003 PAGE 1
 RUN DATE - 05/18/11
 RUN TIME - 190101

COUNTY NAME	CODE	DIST	AIRPORT NAME	FED PROJECT	ILL PROJECT
ROCK ISLAND	161	02	QUAD-CITY INTERNATIONAL	3-17-0068-XX	ML-I -4081

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AR108158	1/C #8 5 KV UG CABLE IN UD	L.F.	8,100.000	X	=		
AR108258	2/C #8 5 KV UG CABLE IN UD	L.F.	1,450.000	X	=		
AR109210	VAULT MODIFICATIONS	L.S.	1.000	X	=		
AR109312	7.5 KW REGULATOR, STYLE 2	EACH	1.000	X	=		
AR109321	10 KW REGULATOR, STYLE 1	EACH	1.000	X	=		
AR110212	2" STEEL DUCT, DIRECT BURY	L.F.	480.000	X	=		
AR125415	MITL-BASE MOUNTED	EACH	108.000	X	=		
AR125442	TAXI GUIDANCE SIGN, 2 CHARACTER	EACH	2.000	X	=		
AR125445	TAXI GUIDANCE SIGN, 5 CHARACTER	EACH	1.000	X	=		
AR125565	SPLICE CAN	EACH	55.000	X	=		
AR125902	REMOVE BASE MOUNTED LIGHT	EACH	37.000	X	=		
AR125903	REMOVE INPAVEMENT LIGHT	EACH	1.000	X	=		
AR125904	REMOVE TAXI GUIDANCE SIGN	EACH	9.000	X	=		
AR125905	REMOVE RWY DISTANCE REMAIN SIGN	EACH	5.000	X	=		
AR125907	REMOVE REILS	PAIR	2.000	X	=		

QUAD-CITY INTERNATIONAL
 ROCK ISLAND

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - QU014

ECMS002 DTGECM03 ECMR003 PAGE 2
 RUN DATE - 05/18/11
 RUN TIME - 190101

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AR125908	REMOVE PAPI	EACH	8.000	X	=		
AR125962	RELOCATE BASE MOUNTED LIGHT	EACH	15.000	X	=		
AR125964	RELOCATE TAXI GUIDANCE SIGN	EACH	5.000	X	=		
AR125965	RELOCATE RWY DISTANCE REMAIN SIGN	EACH	5.000	X	=		
AR125982	REFURBISH BASE MOUNTED LIGHT	EACH	41.000	X	=		
AR125984	REFURBISH TAXI GUIDANCE SIGN	EACH	1.000	X	=		
AR127901	REMOVE LOCALIZER	L.S.	1.000	X	=		
AR150510	ENGINEER'S FIELD OFFICE	L.S.	1.000	X	=		
AR150530	TRAFFIC MAINTENANCE	L.S.	1.000	X	=		
AR152410	UNCLASSIFIED EXCAVATION	C.Y.	1,310.000	X	=		
AR156500	TEMPORARY EROSION CONTROL	L.S.	1.000	X	=		
AR156540	RIPRAP	S.Y.	50.000	X	=		
AR209510	CRUSHED AGGREGATE BASE COURSE	TON	220.000	X	=		
AR209600	GEOTEXTILE FABRIC	S.Y.	260.000	X	=		
AR401900	REMOVE BITUMINOUS PAVEMENT	S.Y.	1,330.000	X	=		

QUAD-CITY INTERNATIONAL
ROCK ISLAND

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER - QU014

ECMS002 DTGECM03 ECMR003 PAGE 3
RUN DATE - 05/18/11
RUN TIME - 190101

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AR501512	12" PCC PAVEMENT	S.Y.	560.000	X	=		
AR501530	PCC TEST BATCH	EACH	1.000	X	=		
AR501900	REMOVE PCC PAVEMENT	S.Y.	510.000	X	=		
AR501910	REMOVE & REPLACE PCC PAVEMENT	S.Y.	210.000	X	=		
AR620510	PAVEMENT MARKING	S.F.	67,050.000	X	=		
AR620900	PAVEMENT MARKING REMOVAL	S.F.	156,800.000	X	=		
AR705506	6" PERFORATED UNDERDRAIN	L.F.	520.000	X	=		
AR751415	INLET-SPECIAL	EACH	1.000	X	=		
AR751570	MANHOLE-SPECIAL	EACH	2.000	X	=		
AR751900	REMOVE INLET	EACH	1.000	X	=		
AR751963	RELOCATE MANHOLE	EACH	2.000	X	=		
AR801605	REPLACE TAXI GUIDANCE SIGN PANEL	EACH	40.000	X	=		
AR801614	SUPPLY TAXI GUIDANCE SIGN PANEL	EACH	20.000	X	=		
AR801637	RELOCATE LIGHT FIXTURE	EACH	64.000	X	=		
AR801638	BONDED FIBER MATRIX	S.Y.	590.000	X	=		

QUAD-CITY INTERNATIONAL
 ROCK ISLAND

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - QU014

ECMS002 DTGECM03 ECMR003 PAGE 4
 RUN DATE - 05/18/11
 RUN TIME - 190101

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AR801640	PREFORMED THERMOPLASTIC MARKING	S.F.	2,745.000 X		=		
AR901510	SEEDING	ACRE	1.100 X		=		
AR908513	MULCHING-METHOD 3	ACRE	1.100 X		=		
AR908520	EXCELSIOR BLANKET	S.Y.	750.000 X		=		
TOTAL						\$	

NOTE:

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

RETURN WITH BID

THE PRECEDING SCHEDULE OF PRICES MUST BE

COMPLETED AND RETURNED.

RETURN WITH BID

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

I. GENERAL

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

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

C. In addition to all other remedies provided by law, failure to comply with any assurance, failure to make any disclosure or the making of a false certification shall be grounds for the chief procurement officer to void the contract, or subcontract, and may result in the suspension or debarment of the bidder or subcontractor.

II. ASSURANCES

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

A. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

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

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

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

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

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

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

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

RETURN WITH BID

B. Negotiations

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

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

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

C. Inducements

1. The Illinois Procurement Code provides:

Section 50-25. Inducement. Any person who offers or pays any money or other valuable thing to any person to induce him or her not to bid for a State contract or as recompense for not having bid on a State contract is guilty of a Class 4 felony. Any person who accepts any money or other valuable thing for not bidding for a State contract or who withholds a bid in consideration of the promise for the payment of money or other valuable thing is guilty of a Class 4 felony.

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

D. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

Section 50-30. Revolving door prohibition. Chief procurement officers, State purchasing officers, procurement compliance monitors, their designees whose principal duties are directly related to State procurement, and executive officers confirmed by the Senate are expressly prohibited for a period of 2 years after terminating an affected position from engaging in any procurement activity relating to the State agency most recently employing them in an affected position for a period of at least 6 months. The prohibition includes, but is not limited to: lobbying the procurement process; specifying; bidding; proposing bid, proposal, or contract documents; on their own behalf or on behalf of any firm, partnership, association, or corporation. This Section applies only to persons who terminate an affected position on or after January 15, 1999.

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

E. Reporting Anticompetitive Practices

1. The Illinois Procurement Code provides:

Section 50-40. Reporting anticompetitive practices. When, for any reason, any vendor, bidder, contractor, chief procurement officer, State purchasing officer, designee, elected official, or State employee suspects collusion or other anticompetitive practice among any bidders, offers, contractors, proposers, or employees of the State, a notice of the relevant facts shall be transmitted to the Attorney General and the chief procurement officer.

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

F. Confidentiality

1. The Illinois Procurement Code provides:

Section 50-45. Confidentiality. Any chief procurement officer, State purchasing officer, designee, or executive officer who willfully uses or allows the use of specifications, competitive bid documents, proprietary competitive information, proposals, contracts, or selection information to compromise the fairness or integrity of the procurement, bidding, or contract process shall be subject to immediate dismissal, regardless of the Personnel code, any contract, or any collective bargaining agreement, and may in addition be subject to criminal prosecution.

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

I. Insider Information

1. The Illinois Procurement Act provides:

Section 50-50. Insider information. It is unlawful for any current or former elected or appointed State official or State employee to knowingly use confidential information available only by virtue of that office or employment for actual or anticipated gain for themselves or another person.

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

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III. CERTIFICATIONS

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

A. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

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

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

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

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

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

(2) the business demonstrates to the governmental entity with which it seeks to contract, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.

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

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

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

B. Felons

1. The Illinois Procurement Code provides:

Section 50-10. Felons. Unless otherwise provided, no person or business convicted of a felony shall do business with the State of Illinois or any State agency, or enter into a subcontract, from the date of conviction until 5 years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

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

C. Debt Delinquency

1. The Illinois Procurement Code provides:

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

RETURN WITH BID

D. Prohibited Bidders, Contractors and Subcontractors

1. The Illinois Procurement Code provides:

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

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

E. Section 42 of the Environmental Protection Act

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-12 that the bidder, contractor, or subcontractor, is not barred from being awarded a contract or entering into a subcontract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any subcontract, that is subject to the Procurement Code by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. The bidder or contractor or subcontractor, respectively, acknowledges that the chief procurement officer may declare the contract void if this certification is false.

F. Educational Loan

1. Section 3 of the Educational Loan Default Act provides:

§ 3. No State agency shall contract with an individual for goods or services if that individual is in default, as defined in Section 2 of this Act, on an educational loan. Any contract used by any State agency shall include a statement certifying that the individual is not in default on an educational loan as provided in this Section.

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

G. Bid-Rigging/Bid Rotating

1. Section 33E-11 of the Criminal Code of 1961 provides:

§ 33E-11. (a) Every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by the prime contractor that the prime contractor is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of this Article. The State and units of local government shall provide the appropriate forms for such certification.

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

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

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

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

RETURN WITH BID

H. International Anti-Boycott

1. Section 5 of the International Anti-Boycott Certification Act provides:

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

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

I. Drug Free Workplace

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

2. The bidder certifies that if awarded a contract in excess of \$5,000 it will provide a drug free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the contractor's workplace; specifying the actions that will be taken against employees for violations of such prohibition; and notifying the employee that, as a condition of employment on such contract, the employee shall abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about the dangers of drug abuse in the workplace; the contractor's policy of maintaining a drug free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations.

(c) Providing a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.

(d) Notifying the Department within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of the conviction of an employee for a violation of any criminal drug statute occurring in the workplace.

(e) Imposing or requiring, within 30 days after receiving notice from an employee of a conviction or actual notice of such a conviction, an appropriate personnel action, up to and including termination, or the satisfactory participation in a drug abuse assistance or rehabilitation program approved by a federal, state or local health, law enforcement or other appropriate agency.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the actions and efforts stated in this certification.

J. Disclosure of Business Operations in Iran

Section 50-36 of the Illinois Procurement Code, 30ILCS 50/50-36 provides that each bid, offer, or proposal submitted for a State contract shall include a disclosure of whether or not the Company acting as the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran, or companies involved in consortiums or projects commissioned by the Government of Iran and either of the following conditions apply:

(1) More than 10% of the Company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the Company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral-extraction products or services to the Government of Iran or a project or consortium created exclusively by that government; and the Company has failed to take substantial action.

(2) The Company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12-month period, which directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

The terms "Business operations", "Company", "Mineral-extraction activities", "Oil-related activities", "Petroleum resources", and "Substantial action" are all defined in the Code.

Failure to make the disclosure required by the Code shall cause the bid, offer or proposal to be considered not responsive. The disclosure will be considered when evaluating the bid, offer, or proposal or awarding the contract. The name of each Company disclosed as doing business or having done business in Iran will be provided to the State Comptroller.

Check the appropriate statement:

Company has no business operations in Iran to disclose.

Company has business operations in Iran as disclosed in the attached document.

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K. Apprenticeship and Training Certification (Does not apply to federal aid projects)

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the bidder certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the bidder will perform with its own forces. The bidder further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Department, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The bidder shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontracted work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. **The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project as reported on the Construction Employee Workforce Projection (Form BC-1256) and returned with the bid is accounted for and listed.**

N/A (Federal)

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

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

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

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

The undersigned business entity certifies that it has registered as a business with the State Board of Elections and acknowledges a continuing duty to update the registration in accordance with the above referenced statutes. A copy of the certificate of registration shall be submitted with the bid. The bidder is cautioned that the Department will not award a contract without submission of the certificate of registration.

These requirements and compliance with the above referenced statutory sections are a material part of the contract, and any breach thereof shall be cause to void the contract under Section 50-06 of the Illinois Procurement Code. These provisions do not apply to Federal-aid contracts.

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M. Lobbyist Disclosure

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

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

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

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

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

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

Or

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

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

RETURN WITH BID

IV. DISCLOSURES

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

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

B. Financial Interests and Conflicts of Interest

1. Section 50-35 of the Illinois Procurement Code provides that bids of more than \$25,000 shall be accompanied by disclosure of the financial interests of the bidder. This disclosed information for the successful bidder, will be maintained as public information subject to release by request pursuant to the Freedom of Information Act, filed with the Procurement Policy Board, and shall be incorporated as a material term of the contract. Furthermore, pursuant to Section 5-5, the Procurement Policy Board may review a proposal, bid, or contract and issue a recommendation to void a contract or reject a proposal or bid based on any violation of the Procurement Code or the existence of a conflict of interest as provided in subsections (b) and (d) of Section 50-35.

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the bidding entity or its parent entity, whichever is less, unless the contractor or bidder is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each person making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each person making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.

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

In addition, all disclosures shall indicate any other current or pending contracts, proposals, leases, or other ongoing procurement relationships the bidding entity has with any other unit of state government and shall clearly identify the unit and the contract, proposal, lease, or other relationship.

2. Disclosure Forms. Disclosure Form A is attached for use concerning the individuals meeting the above ownership or distributive share requirements. Subject individuals should be covered each by one form. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies. **The forms must be included with each bid.**

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

If the bidder is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. If a bidder is not subject to Federal 10K reporting, the bidder must determine if any individuals are required by law to complete a financial disclosure form. To do this, the bidder should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the NOT APPLICABLE STATEMENT on Form A must be signed and dated by a person that is authorized to execute contracts for the bidding company. Note: These questions are for assistance only and are not required to be completed.

1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES _____ NO _____
2. Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than 60% of the annual salary of the Governor? YES _____ NO _____
3. Does anyone in your organization receive more than 60% of the annual salary of the Governor of the bidding entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.) YES _____ NO _____
4. Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than 60% of the annual salary of the Governor? YES _____ NO _____

(Note: Only one set of forms needs to be completed per person per bid even if a specific individual would require a yes answer to more than one question.)

A "YES" answer to any of these questions requires the completion of Form A. The bidder must determine each individual in the bidding entity or the bidding entity's parent company that would cause the questions to be answered "Yes". Each form must be signed and dated by a person that is authorized to execute contracts for your organization. **Photocopied or stamped signatures are not acceptable.** The person signing can be, but does not have to be, the person for which the form is being completed. The bidder is responsible for the accuracy of any information provided.

If the answer to each of the above questions is "NO", then the NOT APPLICABLE STATEMENT of Form A must be signed and dated by a person that is authorized to execute contracts for your company.

RETURN WITH BID

Form B: Instructions for Identifying Other Contracts & Procurement Related Information

Disclosure Form B must be completed for each bid submitted by the bidding entity. *Note: Checking the NOT APPLICABLE STATEMENT on Form A does not allow the bidder to ignore Form B. Form B must be completed, checked, and dated or the bidder may be considered nonresponsive and the bid will not be accepted.*

The Bidder shall identify, by checking Yes or No on Form B, whether it has any pending contracts (including leases), bids, proposals, or other ongoing procurement relationship with any other (non-IDOT) State of Illinois agency. If "No" is checked, the bidder only needs to complete the check box on the bottom of Form B. If "Yes" is checked, the bidder must do one of the following:

Option I: If the bidder did not submit an Affidavit of Availability to obtain authorization to bid, the bidder must list all non-IDOT State of Illinois agency pending contracts, leases, bids, proposals, and other ongoing procurement relationships. These items may be listed on Form B or on an attached sheet(s). Do not include IDOT contracts. Contracts with cities, counties, villages, etc. are not considered State of Illinois agency contracts and are not to be included. Contracts with other State of Illinois agencies such as the Department of Natural Resources or the Capital Development Board must be included. Bidders who submit Affidavits of Availability are suggested to use Option II.

Option II: If the bidder is required and has submitted an Affidavit of Availability in order to obtain authorization to bid, the bidder may write or type "See Affidavit of Availability" which indicates that the Affidavit of Availability is incorporated by reference and includes all non-IDOT State of Illinois agency pending contracts, leases, bids, proposals, and other ongoing procurement relationships. For any contracts that are not covered by the Affidavit of Availability, the bidder must identify them on Form B or on an attached sheet(s). These might be such things as leases.

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

**Form A
Financial Information &
Potential Conflicts of Interest
Disclosure**

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Code (30 ILCS 500). Vendors desiring to enter into a contract with the State of Illinois must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for bids in excess of \$25,000, and for all open-ended contracts. **A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.**
The current salary of the Governor is \$177,412.00.

DISCLOSURE OF FINANCIAL INFORMATION

1. Disclosure of Financial Information. The individual named below has an interest in the BIDDER (or its parent) in terms of ownership or distributive income share in excess of 5%, or an interest which has a value of more than 60% of the annual salary of the Governor. **(Make copies of this form as necessary and attach a separate Disclosure Form A for each individual meeting these requirements)**

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

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

(a) State employment, currently or in the previous 3 years, including contractual employment of services.
Yes____ No____ If your answer is yes, please answer each of the following questions.

- Are you currently an officer or employee of either the Capitol Development Board or the Illinois State Toll Highway Authority? Yes____ No____
- Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, provide the name of the State agency for which you are employed and your annual salary.

RETURN WITH BID

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

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

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

- 1. Is your spouse or any minor children currently an officer or employee of the Capital Development Board or the Illinois State Toll Highway Authority? Yes _____ No _____
- 2. Is your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, provide the name of your spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary.

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

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

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

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

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

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

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

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

RETURN WITH BID

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who was a compensated employee in the last 2 years by any registered election or re-election committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes____ No____

3. Communication Disclosure.

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

Name and address of person(s): _____

4. Debarment Disclosure. For each of the persons identified under Sections 2 and 3 of this form, disclose whether any of the following has occurred within the previous 10 years: debarment from contracting with any governmental entity; professional licensure discipline; bankruptcies; adverse civil judgments and administrative findings; and criminal felony convictions. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the procurement process and term of the contract. If no person is identified, enter "None" on the line below:

Name of person(s): _____

Nature of disclosure: _____

APPLICABLE STATEMENT

This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page. Under penalty of perjury, I certify the contents of this disclosure to be true and accurate to the best of my knowledge.

Completed by: _____
Signature of Individual or Authorized Officer Date

NOT APPLICABLE STATEMENT

Under penalty of perjury, I have determined that no individuals associated with this organization meet the criteria that would require the completion of this Form A.

This Disclosure Form A is submitted on behalf of the CONTRACTOR listed on the previous page.

Signature of Authorized Officer Date

The bidder has a continuing obligation to supplement these disclosures under Sec. 50-35 of the Procurement Code.

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

**Form B
Other Contracts &
Procurement Related Information
Disclosure**

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Act (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for bids in excess of \$25,000, and for all open-ended contracts.

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

1. Identifying Other Contracts & Procurement Related Information. The BIDDER shall identify whether it has any pending contracts (including leases), bids, proposals, or other ongoing procurement relationship with any other State of Illinois agency:

Yes _____ No _____

If **“No” is checked**, the bidder only needs to complete the signature box on the bottom of this page.

2. If “Yes” is checked. Identify each such relationship by showing State of Illinois agency name and other descriptive information such as bid or project number (attach additional pages as necessary). SEE DISCLOSURE FORM INSTRUCTIONS:

THE FOLLOWING STATEMENT MUST BE CHECKED

<input type="checkbox"/>	<hr style="width: 80%; margin: 0 auto;"/> Signature of Authorized Representative	<hr style="width: 10%; margin: 0 auto;"/> Date
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RETURN WITH BID

SPECIAL NOTICE TO CONTRACTORS

The following requirements of the Illinois Department of Human Rights' Rules and Regulations are applicable to bidders on all construction contracts advertised by the Illinois Department of Transportation:

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

- (a) All bidders on construction contracts shall complete and submit, along with and as part of their bids, a Bidder's Employee Utilization Form (Form BC-1256) setting forth a projection and breakdown of the total workforce intended to be hired and/or allocated to such contract work by the bidder including a projection of minority and female employee utilization in all job classifications on the contract project.
- (b) The Department of Transportation shall review the Employee Utilization Form, and workforce projections contained therein, of the contract awardee to determine if such projections reflect an underutilization of minority persons and/or women in any job classification in accordance with the Equal Employment Opportunity Clause and Section 7.2 of the Illinois Department of Human Rights' Rules and Regulations for Public Contracts adopted as amended on September 17, 1980. If it is determined that the contract awardee's projections reflect an underutilization of minority persons and/or women in any job classification, it shall be advised in writing of the manner in which it is underutilizing and such awardee shall be considered to be in breach of the contract unless, prior to commencement of work on the contract project, it submits revised satisfactory projections or an acceptable written affirmative action plan to correct such underutilization including a specific timetable geared to the completion stages of the contract.
- (c) The Department of Transportation shall provide to the Department of Human Rights a copy of the contract awardee's Employee Utilization Form, a copy of any required written affirmative action plan, and any written correspondence related thereto. The Department of Human Rights may review and revise any action taken by the Department of Transportation with respect to these requirements.

RETURN WITH BID



Illinois Department of Transportation

**Contract No. QU014
 Quad City International Airport
 Moline, Illinois
 Rock Island County
 Illinois Project No. MLI-4081
 Federal Project No. 3-17-0068-xx**

PART I. IDENTIFICATION

Dept. Human Rights # _____ Duration of Project: _____

Name of Bidder: _____

PART II. WORKFORCE PROJECTION

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

TABLE A

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

TABLE B

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

TABLE C

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

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

FOR DEPARTMENT USE ONLY

BC 1256 (Rev. 12/11/07)

Note: See instructions on page 2

RETURN WITH BID

Contract No. QU014
Quad City International Airport
Moline, Illinois
Rock Island County
Illinois Project No. MLI-4081
Federal Project No. 3-17-0068-xx

PART II. WORKFORCE PROJECTION - continued

- B. Included in "Total Employees" under Table A is the total number of new hires that would be employed in the event the undersigned bidder is awarded this contract.

The undersigned bidder projects that: (number) new hires would be recruited from the area in which the contract project is located; and/or (number) new hires would be recruited from the area in which the bidder's principal office or base of operation is located.

- C. Included in "Total Employees" under Table A is a projection of numbers of persons to be employed directly by the undersigned bidder as well as a projection of numbers of persons to be employed by subcontractors.

The undersigned bidder estimates that (number) persons will be directly employed by the prime contractor and that (number) persons will be employed by subcontractors.

PART III. AFFIRMATIVE ACTION PLAN

- A. The undersigned bidder understands and agrees that in the event the foregoing minority and female employee utilization projection included under PART II is determined to be an underutilization of minority persons or women in any job category, and in the event that the undersigned bidder is awarded this contract, he/she will, prior to commencement of work, develop and submit a written Affirmative Action Plan including a specific timetable (geared to the completion stages of the contract) whereby deficiencies in minority and/or female employee utilization are corrected. Such Affirmative Action Plan will be subject to approval by the contracting agency and the Department of Human Rights.

- B. The undersigned bidder understands and agrees that the minority and female employee utilization projection submitted herein, and the goals and timetable included under an Affirmative Action Plan if required, are deemed to be part of the contract specifications.

Company Telephone Number

Address

NOTICE REGARDING SIGNATURE

The Bidder's signature on the Proposal Signature Sheet will constitute the signing of this form. The following signature block needs to be completed if revisions are required.

Signature: Title: Date:

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

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

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

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

RETURN WITH BID

CERTIFICATIONS REQUIRED BY STATE AND/OR FEDERAL LAW. The bidder is required by State and/or Federal law to make the below certifications and assurances as a part of the proposal and contract upon award. It is understood by the bidder that the certifications and assurances made herein are a part of the contract.

By signing the Proposal Signature Sheet, the bidder certifies that he/she has read and completed each of the following certifications and assurances, that required responses are true and correct and that the certified signature of the Proposal Signature Sheet constitutes an endorsement and execution of each certification and assurance as though each was individually signed:

- A. By the execution of this proposal, the signing bidder certifies that the bidding entity has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. This statement made by the undersigned bidder is true and correct under penalty of perjury under the laws of the United States.
- B. CERTIFICATION, EQUAL EMPLOYMENT OPPORTUNITY
- (a) Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
Yes_____ No_____
- (b) If your answer is yes, have you filed with the Joint Reporting Committee, the Director of OFCC, any Federal agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements of those organizations? Yes_____ No_____
- C. BUY AMERICAN - STEEL AND MANUFACTURED PRODUCTS FOR CONSTRUCTION CONTRACTS
- (a) The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program (AIP).
- (b) Any and all steel products used in the performance of this contract by the Contractor, subcontractors, producers, and suppliers are required to adhere to the Illinois Steel Products Procurement Act, which requires that all steel items be of 100 percent domestic origin and manufacture. Any products listed under the Federal Aviation Administration's (FAA) nationwide approved list of "Equipment Meeting Buy American Requirements" shall be deemed as meeting the requirements of the Illinois Steel Products Procurement Act.
- (c) The successful bidder will be required to assure that only domestic steel and domestically manufactured products will be used by the Contractor, subcontractors, producers, and suppliers in the performance of this contract. The North American Free Trade Agreement (NAFTA) specifically excluded federal grant programs such as the AIP. Therefore, NAFTA does not change the requirement to comply with the Buy American requirement in the Act. Exceptions to this are for products, other than steel, that:
- (1) the FAA has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
 - (2) the FAA has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the public interest;
 - (3) the FAA has determined that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent; or
 - (4) the FAA has determined, under the Aviation Safety and Capacity Expansion Act of 1990,
 - (i) the cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components of the facility or equipment, and
 - (ii) final assembly of the facility or equipment has occurred in the United States.

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

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

RETURN WITH BID

D. 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 undersigned 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).

E. NON-APPROPRIATION CLAUSE

By submitting a bid/proposal under this solicitation the offeror certifies that he/she understands that obligations of the State will cease immediately without penalty or further payment being required in any fiscal year the Illinois General Assembly fails to appropriate or otherwise make available sufficient funds for this contract.

- F. Contractor is not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Contractor acknowledges the contracting state agency may declare the contract void if this certification is false (30 ILCS 500/50-11, effective July 1, 2002).

RETURN WITH BID

NOTICE TO BIDDERS

1. **TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway in Springfield, Illinois until 10:00 o'clock a.m., June 17, 2011. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.
2. **DESCRIPTION OF WORK.** The proposed improvement, shown in detail on the plans issued by the Department includes, in general, the following described work:

Runway 10-28 Decommissioning
3. **INSTRUCTIONS TO BIDDERS.**
 - (a) This Notice, the invitation for bids, proposal and award shall, together with all other documents in accordance with Article 10-15 of the Illinois Standard Specifications for Construction of Airports, become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.
 - (b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.
4. **AWARD CRITERIA AND REJECTION OF BIDS.** This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the proposal and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to readvertise the proposed improvement, and to waive technicalities.
5. **PRE-BID CONFERENCE.** There will be a pre-bid conference held at N/A at the Quad City International Airport administration building. For engineering information, contact Jeff McKay of Missman Stanley & Associates, P.C. at (309) 788-7644.
6. **DISADVANTAGED BUSINESS POLICY.** The DBE goal for this contract is 13.0%.
7. **SPECIFICATIONS AND DRAWINGS.** The work shall be done in accordance with the Illinois Standard Specifications for Construction of Airports, the Illinois Division of Aeronautics Supplemental Specifications and Recurring Special Provisions, the Special Provisions dated May 15, 2011 and the Construction Plans dated May 15, 2011 as approved by the Department of Transportation, Division of Aeronautics.
8. **INSPECTION OF RECORDS.** The Contractor shall maintain an acceptable cost accounting system. The Sponsor, the FAA, and the Comptroller General of the United States shall have access to any books, documents, paper, and records of the Contractor which are directly pertinent to the specific contract for the purposes of making an audit, examination, excerpts, and transcriptions. The Contractor shall maintain all required records for three years after the Sponsor makes final payment and all other pending matters are closed.
9. **RIGHTS TO INVENTIONS.** All rights to inventions and materials generated under this contract are subject to Illinois law and to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

RETURN WITH BID

10. TERMINATION OF CONTRACT.

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the Contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

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

a. Additive Alternates

- (1) Bidders must submit a bid for the Base Bid and for all Additive Alternates.
- (2) Award of this contract will be made to the lowest responsible qualified bidder computed as follows:

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

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

b. Optional Alternates

- (1) Bidders must submit a bid for the Base Bid and for either Alternate A or Alternate B or for both Alternate A and Alternate B.
- (2) Award of this contract will be made to the lowest responsible qualified bidder computed as follows:

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

12. 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 126 calendar days. It is anticipated that the majority of the work associated with this contract will be performed during the 2012 construction season.

13. 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.

14. 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.

RETURN WITH BID

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

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

The Internet is the Department's primary way of doing business. The subscription server e-mails are an added courtesy the Department provides. It is suggested that the bidder check IDOT's website at <http://www.dot.il.gov/desenv/delett.html> before submitting final bid information.

IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL RELATED FAILURES.

Technical Questions about downloading these files may be directed to Tim Garman (217)524-1624 or Timothy.Garman@illinois.gov.



(1) Policy

It is public policy that disadvantageded businesses as defined in 49 CFR Part 26 and the Special Provision shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal or State funds. Consequently the requirements of 49 CFR Part 26 apply to this contract.

(2) Obligation

The contractor agrees to ensure that disadvantageded businesses as defined in 49 CFR Part 26 and the Special Provision have the maximum opportunity to participate in the performance of contracts or subcontracts financed in whole or in part with Federal or State funds. The contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 and the Special Provision to ensure that said businesses have the maximum opportunity to compete for and perform under this contract. The contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts.

(3) Project and Bid Identification

Complete the following information concerning the project and bid:

Route Quad City International Airport

Section _____

Project MLI-4081

County Rock Island County

Letting Date June 17, 2011

Contract No. QU014

Letting Item No. 5A

Total Bid _____

Contract DBE Goal 13.0% _____

(Percent) (Dollar Amount)

(4) Assurance

I, acting in my capacity as an officer of the undersigned bidder (or bidders if a joint venture), hereby assure the Department that on this project my company : (check one)

Meets or exceeds contract award goals and has provided documented participation as follows:
Disadvantaged Business Participation _____ percent

Attached are the signed participation statements, forms SBE 2025, required by the Special Provision evidencing availability and use of each business participating in this plan and assuring that each business will perform a commercially useful function in the work of the contract.

Failed to meet contract award goals and has included good faith effort documentation to meet the goals and that my company has provided participation as follows:

Disadvantaged Business Participation _____ percent

The contract goals should be accordingly modified or waived. Attached is all information required by the Special Provision in support of this request including good faith effort. Also attached are the signed participation statements, forms SBE 2025, required by the Special Provision evidencing availability and use of each business participating in this plan and assuring that each business will perform a commercially useful function in the work of the contract.

Company

By _____

Title _____

Date _____

The "as read" Low Bidder is required to comply with the Special Provision.

Submit only one utilization plan for each project. The utilization plan shall be submitted in accordance with the special provision.

Bureau of Small Business Enterprises Local Let Projects
2300 South Dirksen Parkway Submit forms to the
Springfield, Illinois 62764 Local Agency

The Department of Transportation is requesting disclosure of information that is necessary to accomplish the purpose as outlined under State and Federal law. Disclosure of this information is REQUIRED. Failure to provide any information will result in the contract not being awarded. This form has been approved by the State Forms Manager Center.



**Illinois Department
of Transportation**

DBE Participation Statement

Subcontractor Registration _____

Letting June 17, 2011

Participation Statement

Item No. 5A

(1) Instructions

Contract QU014

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

(2) Work

Pay Item No.	Description	Quantity	Unit Price	Total
Total				

(3) Partial Payment Items

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

(4) Commitment

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

Signature for Prime Contractor

Signature for DBE Firm

Title _____

Title _____

Date _____

Date _____

Contact _____

Contact _____

Phone _____

Phone _____

Firm Name _____

Firm Name _____

Address _____

Address _____

City/State/Zip _____

City/State/Zip _____

E _____

WC _____

The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under the state and federal law. Disclosure of this information is **REQUIRED**. Failure to provide any information will result in the contract not being awarded. This form has been approved by the State Forms Management Center.

RETURN WITH BID

**Contract No. QU014
Quad City International Airport
Moline, Illinois
Rock Island County
Illinois Project No. MLI-4081
Federal Project No. 3-17-0068-xx**

PROPOSAL SIGNATURE SHEET

The undersigned bidder hereby makes and submits this bid on the subject Proposal, thereby assuring the Department that all requirements of the Invitation for Bids and rules of the Department have been met, that there is no misunderstanding of the requirements of paragraph 4 of this Proposal, and that the contract will be executed in accordance with the rules of the Department if an award is made on this bid.

Firm Name _____

(IF AN INDIVIDUAL) Signature of Owner _____

Business Address _____

Firm Name _____

By _____

(IF A CO-PARTNERSHIP) Business Address _____

Name and Address of All Members of the Firm:

Corporate Name _____

By _____

Signature of Authorized Representative

(IF A CORPORATION) _____

Typed or printed name and title of Authorized Representative

(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW)

Attest _____

Signature

Business Address _____

Corporate Name _____

By _____

Signature of Authorized Representative

(IF A JOINT VENTURE) _____

Typed or printed name and title of Authorized Representative

Attest _____

Signature

Business Address _____

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



Sponsor _____ Item No. _____

IL Proj. No. _____ AIP Proj. No. _____ Letting Date _____

KNOW ALL MEN BY THESE PRESENTS, That We _____

_____ as PRINCIPAL, and _____

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

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

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

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

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

PRINCIPAL

SURETY

(Company Name)

(Company Name)

By _____
(Signature & Title)

By: _____
(Signature of Attorney-in-Fact)

Notary Certification for Principal and Surety

STATE OF ILLINOIS,
County of _____

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

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

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

My commission expires _____

Notary Public

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

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

PROPOSAL ENVELOPE



PROPOSALS

for construction work advertised for bids by the
Illinois Department of Transportation

Item No.	Item No.	Item No.

Submitted By:

Name:
Address:
Phone No.

Bidders should use an IDOT proposal envelope or affix this form to the front of a 10" x 13" envelope for the submittal of bids. If proposals are mailed, they should be enclosed in a second or outer envelope addressed to:

Engineer of Design and Environment - Room 326
Illinois Department of Transportation
2300 South Dirksen Parkway
Springfield, Illinois 62764

NOTICE

Individual bids, including Bid Bond and/or supplemental information if required, should be securely stapled.

CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

NOTICE

None of the following material needs to be returned with the bid package unless the special provisions require documentation and/or other information to be submitted.

**Contract No. QU014
Quad City International Airport
Moline, Illinois
Rock Island County
Illinois Project No. MLI-4081
Federal Project No. 3-17-0068-xx**



Illinois Department of Transportation

SUBCONTRACTOR DOCUMENTATION

Public Acts 96-0795 and 96-0920, enacted substantial changes to the provisions of the Illinois Procurement Code (30 ILCS 500). Among the changes are provisions affecting subcontractors. The Contractor awarded this contract will be required as a material condition of the contract to implement and enforce the contract requirements applicable to subcontractors approved in accordance with Section 60-01 of the Illinois Standard Specifications for Construction of Airports.

If the Contractor seeks approval of subcontractors to perform a portion of the work, and approval is granted by the Department, the Contractor shall provide a copy of the subcontract to the Chief Procurement Officer within 20 calendar days after execution of the subcontract.

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

RETURN WITH SUBCONTRACT

STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

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

The certifications hereinafter made by the subcontractor are each a material representation of fact upon which reliance is placed should the Department approve the subcontractor. The chief procurement officer may terminate or void the subcontract approval if it is later determined that the bidder or subcontractor rendered a false or erroneous certification.

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

A. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

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

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

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

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

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

(2) the business demonstrates to the governmental entity with which it seeks to contract, or which is signatory to the contract to which the subcontract relates, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.

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

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

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

B. Felons

1. The Illinois Procurement Code provides:

Section 50-10. Felons. Unless otherwise provided, no person or business convicted of a felony shall do business with the State of Illinois or any State agency, or enter into a subcontract, from the date of conviction until 5 years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

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

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C. Debt Delinquency

1. The Illinois Procurement Code provides:

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

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

D. Prohibited Bidders, Contractors and Subcontractors

1. The Illinois Procurement Code provides:

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

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

E. Section 42 of the Environmental Protection Act

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-12 that the bidder, contractor, or subcontractor, is not barred from being awarded a contract or entering into a subcontract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any subcontract, that is subject to the Procurement Code by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. The bidder or contractor or subcontractor, respectively, acknowledges that the chief procurement officer may declare the contract void if this certification is false.

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

_____ Name of Subcontracting Company		
_____ Authorized Officer		_____ Date

RETURN WITH SUBCONTRACT

SUBCONTRACTOR DISCLOSURES

I. DISCLOSURES

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

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

B. Financial Interests and Conflicts of Interest

1. Section 50-35 of the Illinois Procurement Code provides that all subcontracts with a total value of \$25,000 or more from subcontractors identified in Section 20-120 of the Illinois Procurement Code shall be accompanied by disclosure of the financial interests of the subcontractor. This disclosed information for the subcontractor, will be maintained as public information subject to release by request pursuant to the Freedom of Information Act, filed with the Procurement Policy Board, and shall be incorporated as a material term of the Prime Contractor's contract. Furthermore, pursuant to this Section, the Procurement Policy Board may recommend to allow or void a contract or subcontract based on a potential conflict of interest.

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the subcontracting entity or its parent entity, whichever is less, unless the subcontractor is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a subcontractor is a privately held entity that is exempt from Federal 10K reporting, but has more than 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each person making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each person making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.

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

In addition, all disclosures shall indicate any other current or pending contracts, subcontracts, proposals, leases, or other ongoing procurement relationships the subcontracting entity has with any other unit of state government and shall clearly identify the unit and the contract, subcontract, proposal, lease, or other relationship.

2. Disclosure Forms. Disclosure Form A is attached for use concerning the individuals meeting the above ownership or distributive share requirements. Subject individuals should be covered each by one form. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies. **The forms must be included with each bid or incorporated by reference.**

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

If the subcontractor is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a subcontractor is a privately held entity that is exempt from Federal 10K reporting, but has more than 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. If a subcontractor is not subject to Federal 10K reporting, the subcontractor must determine if any individuals are required by law to complete a financial disclosure form. To do this, the subcontractor should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the NOT APPLICABLE STATEMENT on the second page of Form A must be signed and dated by a person that is authorized to execute contracts for the subcontracting company. Note: These questions are for assistance only and are not required to be completed.

1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity?
YES _____ NO _____
2. Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than 60% of the annual salary of the Governor? YES _____ NO _____
3. Does anyone in your organization receive more than 60% of the annual salary of the Governor of the subcontracting entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.) YES _____ NO _____
4. Does anyone in your organization receive greater than 5% of the subcontracting entity's or parent entity's total distributive income, but which is less than 60% of the annual salary of the Governor? YES _____ NO _____

(Note: Only one set of forms needs to be completed per person per subcontract even if a specific individual would require a yes answer to more than one question.)

A "YES" answer to any of these questions requires the completion of Form A. The subcontractor must determine each individual in the subcontracting entity or the subcontracting entity's parent company that would cause the questions to be answered "Yes". Each form must be signed and dated by a person that is authorized to execute contracts for your organization. **Photocopied or stamped signatures are not acceptable.** The person signing can be, but does not have to be, the person for which the form is being completed. The subcontractor is responsible for the accuracy of any information provided.

If the answer to each of the above questions is "NO", then the NOT APPLICABLE STATEMENT on page 2 of Form A must be signed and dated by a person that is authorized to execute contracts for your company.

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Form B: Instructions for Identifying Other Contracts & Procurement Related Information

Disclosure Form B must be completed for each subcontract submitted by the subcontracting entity. *Note: Checking the NOT APPLICABLE STATEMENT on Form A does not allow the subcontractor to ignore Form B. Form B must be completed, checked, and dated or the subcontract will not be approved.*

The Subcontractor shall identify, by checking Yes or No on Form B, whether it has any pending contracts, subcontracts, leases, bids, proposals, or other ongoing procurement relationship with any other (non-IDOT) State of Illinois agency. If "No" is checked, the subcontractor only needs to complete the check box on the bottom of Form B. If "Yes" is checked, the subcontractor must list all non-IDOT State of Illinois agency pending contracts, subcontracts, leases, bids, proposals, and other ongoing procurement relationships. These items may be listed on Form B or on an attached sheet(s). Contracts with cities, counties, villages, etc. are not considered State of Illinois agency contracts and are not to be included. Contracts or subcontracts with other State of Illinois agencies such as the Department of Natural Resources or the Capital Development Board must be included.

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

**Form A
Subcontractor: Financial
Information & Potential Conflicts
of Interest Disclosure**

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Code (30 ILCS 500). Subcontractors desiring to enter into a subcontract of a State of Illinois contract must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for subcontracts with a total value of \$25,000 or more, from subcontractors identified in Section 20-120 of the Illinois Procurement Code, and for all open-ended contracts. **A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.**

DISCLOSURE OF FINANCIAL INFORMATION

1. Disclosure of Financial Information. The individual named below has an interest in the SUBCONTRACTOR (or its parent) in terms of ownership or distributive income share in excess of 5%, or an interest which has a value of more than 60% of the annual salary of the Governor. **(Make copies of this form as necessary and attach a separate Disclosure Form A for each individual meeting these requirements)**

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

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

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

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

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

RETURN WITH SUBCONTRACT

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

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

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

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

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

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

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

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

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

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

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

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who was a compensated employee in the last 2 years by any registered election or re-election committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes _____ No _____

3. Communication Disclosure.

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

Name and address of person(s): _____

4. Debarment Disclosure. For each of the persons identified under Sections 2 and 3 of this form, disclose whether any of the following has occurred within the previous 10 years: debarment from contracting with any governmental entity; professional licensure discipline; bankruptcies; adverse civil judgments and administrative findings; and criminal felony convictions. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the procurement process and term of the contract. If no person is identified, enter "None" on the line below:

Name of person(s): _____
Nature of disclosure: _____

APPLICABLE STATEMENT

This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page. Under penalty of perjury, I certify the contents of this disclosure to be true and accurate to the best of my knowledge.

Completed by: _____
Signature of Individual or Authorized Officer Date

NOT APPLICABLE STATEMENT

Under penalty of perjury, I have determined that no individuals associated with this organization meet the criteria that would require the completion of this Form A.

This Disclosure Form A is submitted on behalf of the SUBCONTRACTOR listed on the previous page.

Signature of Authorized Officer Date

RETURN WITH SUBCONTRACT

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B
Subcontractor: Other Contracts & Procurement Related Information Disclosure

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Act (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for subcontracts with a total value of \$25,000 or more, from subcontractors identified in Section 20-120 of the Illinois Procurement Code,, and for all open-ended contracts.

DISCLOSURE OF OTHER CONTRACTS, SUBCONTRACTS, AND PROCUREMENT RELATED INFORMATION

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

2. If “Yes” is checked. Identify each such relationship by showing State of Illinois agency name and other descriptive information such as bid or project number (attach additional pages as necessary). SEE DISCLOSURE FORM INSTRUCTIONS:

THE FOLLOWING STATEMENT MUST BE CHECKED

<input type="checkbox"/>	_____	_____
	Signature of Authorized Officer	Date

DIVISION OF AERONAUTICS

FEDERAL CONTRACT PROVISIONS

The work in this contract is included in the federal Airport Improvement Program and is being undertaken and accomplished by the Illinois Department of Transportation, Division of Aeronautics and the Municipality, hereinafter called the Co-Sponsors, in accordance with the terms and conditions of a Grant Agreement between the Co-Sponsors and the United States, under the Airport and Airway Improvement Act of 1982 (Public Law 97-248; Title V, Section 501 et seq., September 3, 1982; 96 Stat. 671; codified at 49 U.S.C Section 2201 et seq.) and Part 152 of the Federal Aviation Regulations (14 CFR Part 152), pursuant to which the United States has agreed to pay a certain percentage of the costs of the Project that are determined to be allowable Project costs under the Act. The United States is not a party to this contract and no reference in this contract to FAA or representative thereof, or to any rights granted to the FAA or any representative thereof, or the United States, by the contract, makes the United States a party to this contract.

Consent of Assignment. The Contractor shall obtain the prior written consent of the Co-Sponsors to any proposed assignment of any interest in or part of this contract.

AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

The undersigned bidder certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have paid or will be paid, by or behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an Officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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.

TRADE RESTRICTION CLAUSE

The Contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a Contractor that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list.
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Contractor or subcontractor who is unable to certify to the above. If the Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on the said list for use on the project, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract at no cost to the Government.

Further, the Contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Contractor may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The Contractor shall provide immediate written notice to the sponsor if the Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide immediate written notice to the Contractor, if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

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

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

CERTIFICATION OF NONSEGREGATED FACILITIES - 41 CFR PART 60-1.8

The federally-assisted construction contractor certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his files.

VETERAN'S PREFERENCE

In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the Airport and Airway Improvement Act of 1982. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

ACCESS TO RECORDS AND REPORTS

The Contractor shall maintain an acceptable cost accounting system. The Sponsor, the FAA, and the Comptroller General of the United States shall have access to any books, documents, paper, and records of the Contractor which are directly pertinent to the specific contract for the purposes of making an audit, examination, excerpts, and transcriptions. The Contractor shall maintain all required records for three years after the Sponsor makes final payment and all other pending matters are closed.

RIGHTS TO INVENTIONS

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

ENERGY CONSERVATION REQUIREMENTS

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163)

CLEAN AIR AND WATER POLLUTION CONTROL

In connection with the administration of the Clean Air Act and the Water Pollution Control Act with respect to Federal Grants, specific requirements have been imposed of any contract which is not exempt under the provisions of 40 CFR 15.5.

(1) Any facility listed on the EPA List of Violating Facilities pursuant to Paragraph 15.20 of 40 CFR as of the date of the contract award will not be utilized in the performance of any non-exempt contract or subcontract.

(2) The Contractor shall comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 USC 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in Section 114 and Section 308 of the Air Act and Water Act, respectively, and all regulations and guidelines issued thereunder after the award of the contract.

(3) Prompt notification shall be required prior to contract award to the awarding official by the Contractor who will receive the award of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

(4) The Contractor shall include or cause to be included the criteria and requirements in paragraphs 1 through 4 in any non-exempt subcontract and will take such action as the Government may direct as a means of enforcing such provisions.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION

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

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

APPENDIX A

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

AREA COVERED (STATEWIDE)

Goals for Women apply nationwide.

GOAL

	Goal (percent)
Female Utilization.....	6.9

APPENDIX B

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

<u>Economic Area</u>	<u>Goal (percent)</u>
056 Paducah, KY: Non-SMSA Counties - IL - Hardin, Massac, Pope KY - Ballard, Caldwell, Calloway, Carlisle, Crittenden, Fulton, Graves, Hickman, Livingston, Lyon, McCracken, Marshall	5.2
080 Evansville, IN: Non-SMSA Counties - IL - Edwards, Gallatin, Hamilton, Lawrence, Saline, Wabash, White IN - Dubois, Knox, Perry, Pike, Spencer KY - Hancock, Hopkins, McLean, Mublenberg, Ohio, Union, Webster	3.5
081 Terre Haute, IN: Non-SMSA Counties - IL - Clark, Crawford IN - Parke	2.5
083 Chicago, IL: SMSA Counties: 1600 Chicago, IL - IL - Cook, DuPage, Kane, Lake, McHenry, Will	19.6
3740 Kankakee, IL - IL - Kankakee	9.1
Non-SMSA Counties IL - Bureau, DeKalb, Grundy, Iroquois, Kendall, LaSalle, Livingston, Putnam IN - Jasper, Laporte, Newton, Pulaski, Starke	18.4

APPENDIX B (CONTINUED)

<u>Economic Area</u>	<u>Goal (percent)</u>
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 - Mendard, 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	

APPENDIX B (CONTINUED)

<u>Economic Area</u>	<u>Goal (percent)</u>
107 St. Louis, MO:	
SMSA Counties:	
7040 St. Louis, MO - IL -	14.7
IL - Clinton, Madison, Monroe, St. Clair	
MO - Franklin, Jefferson, St. Charles, St. Louis, St. Louis City	
Non-SMSA Counties -	11.4
IL - Alexander, Bond, Calhoun, Clay, Effingham, Fayette, Franklin, Greene, Jackson, Jasper, Jefferson, Jersey, Johnson, Macoupin, Marion, Montgomery, Perry, Pulaski, Randolph, Richland, Union, Washington, Wayne, Williamson	
MO - Bollinger, Butler, Cape Girardeau, Carter, Crawford, Dent, Gasconade, Iron, Lincoln, Madison, Maries, Mississippi, Montgomery, Perry, Phelps, Reynolds, Ripley, St. Francois, St. Genevieve, Scott, Stoddard, Warren, Washington, Wayne	

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

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

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

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

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of 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.

CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL 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:

1.1 Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

1.2 Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

1.4 Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

1.5 Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

1.6 Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

DAVIS BACON LABOR PROVISIONS

(1) Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor 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 provision of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraph 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

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

(2) Withholding.

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

(3) Payrolls and basic records.

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

records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph 5.5(a)(3)(i) of Regulations, 29 CFR Part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

(1) That the payroll for the payroll period contains the information required to be maintained under paragraph (3)(i) above and that such information is correct and complete;

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

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

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

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

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

(4) Apprentices and Trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the

applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

(5) Compliance with Copeland Act Requirements.

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

(6) Subcontracts.

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

(7) Contract Termination: Debarment.

A breach of these contract clauses paragraphs (1) through (10) of this section may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR Part 5.12.

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

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

(9) Disputes Concerning Labor Standards.

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

(10) Certification of Eligibility.

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

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

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

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, mechanics, watchmen or guards (including apprentices and trainees described in paragraphs 5 and 6 above) shall require or permit any laborer, mechanic, watchman or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman or guard receives compensation at a rate not less than one and one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violations: Liability for Unpaid Wages; Liquidated Damages:

In the event of any violation of the clause set forth in paragraph (1) above, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) above, in the sum of \$10.00 for each calendar day on which such employee was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (1) above.

(3) Withholding for Unpaid Wages and Liquidated Damages.

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

(4) Subcontracts.

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

(5) Working Conditions.

No Contractor or subcontractor may require any laborer or mechanic employed in the performance of any contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards (29 CFR 1926) issued by Department of Labor.

EQUAL EMPLOYMENT OPPORTUNITY - 41 CFR PART 60-1.4(b)

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which s/he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

EQUAL EMPLOYMENT OPPORTUNITY SPECIFICATION

1. As used in these specifications:
 - a) "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 - d) "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000. the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction Contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such

notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working as such sites or in such facilities.
 - b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractors may have taken.
 - d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
 - f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreements; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - h) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

- i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
 - k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Contractors and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.
 - p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a Contractor association, joint Contractor-union, Contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specified minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy his requirement, Contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

ANNUAL EEO-1 REPORT TO JOINT REPORTING COMMITTEE AS REQUIRED AT 41 CFR 60-1.7(a)

Any Contractor having a Federal contract of \$50,000 or more and 50 or more employees is required to file annual compliance reports on Standard Form 100 (EEO-1) with the Joint Reporting Committee in accordance with the instructions provided with the form. The Contractor will provide a copy of such a report to the contracting agency within 30 days after the award of a contract.

The Contractor shall require its subcontractors to file an SF 100 within 30 days after award of the subcontract if (1) it is not exempt from the provisions of these regulations in accordance with 60-1.5, (2) has 50 or more employees, (3) first tier subcontractor, and (4) has a subcontract amounting to \$50,000 or more.

Subcontractors below the first tier which perform construction work at the site of construction shall be required to file such a report if (1) it is not exempt from the provisions of these regulations in accordance with 60-1.5, (2) has 50 or more employees and has a subcontract amounting to \$50,000 or more.

The SF 100 is available at the following address:

Joint Reports Committee
EEOC - Survey Division
1801 "L" Street N.W.
Washington, D.C. 20750

Phone (202) 663-4968

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - Title 49 CFR Part 29

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction" "debarred" "suspended" "ineligible" "lower tier covered transaction" "participant" "person" "primary covered transaction" "principal" "proposal" and "voluntarily excluded" as used in this clause have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12540. You may

contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Transaction", provided by the department or agency entering into this covered transaction without modification in all lower covered transactions and in all solicitations for lower covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List (Tel. #).
9. 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 clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 8 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by an Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

EACH PRIME CONTRACTOR SHALL INSERT IN EACH SUBCONTRACT THE CERTIFICATION IN APPENDIX B, AND FURTHER, SHALL REQUIRE ITS INCLUSION IN ANY LOWER TIER SUBCONTRACT, PURCHASE ORDER, OR TRANSACTION THAT MAY IN TURN BE MADE.

Appendix B of 49 CFR Part 29

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. 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 clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion **Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

MINIMUM WAGES FOR FEDERAL AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision shall be the minimum paid by contractors and subcontractors to laborers and mechanics.

NOTICE

The most current **General Wage Determination Decisions** (wage rates) are available on the IDOT web site. They are located on the Letting and Bidding page at <http://www.dot.state.il.us/desenv/delett.html>.

In addition, ten (10) days prior to the letting, the applicable Federal wage rates will be e-mailed to subscribers. It is recommended that all contractors subscribe to the Federal Wage Rates List or the Contractor's Packet through IDOT's subscription service.

PLEASE NOTE: if you have already subscribed to the Contractor's Packet you will automatically receive the Federal Wage Rates.

The instructions for subscribing are at <http://www.dot.state.il.us/desenv/subsc.html>.

If you have any questions concerning the wage rates, please contact IDOT's Chief Contract Official at 217-782-7806.

ILLINOIS DEPARTMENT OF TRANSPORTATION
DIVISION OF AERONAUTICS

STATE REQUIRED CONTRACT PROVISIONS

The following provisions are State of Illinois requirements and are in addition to the Federal requirements.

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Contractor's noncompliance with any provisions of this Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the Contractor may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

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

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(2) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.

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

(5) That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

(7) That it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10(b) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every subcontractor; and that it will also so include the provisions or paragraphs 1, 5, 6 and 7 in every supply subcontract as defined in Section 2.10(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no Contractor will utilize any subcontractor declared by the Commission to be nonresponsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

DISADVANTAGED BUSINESS POLICY

NOTICE: This proposal contains the special provision entitled "Required 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

Effective: September 1, 2000

Revised: January 1, 2010

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

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

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

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

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR: This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. This determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the

work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform **13.0%** of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set forth in this Special Provision:

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

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

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

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

GOOD FAITH EFFORT PROCEDURE. The contract will not be awarded until the Utilization Plan submitted by the apparent successful bidder is approved. All information submitted by the bidder must be complete, accurate and adequately document the good faith efforts of the bidder before the Department will commit to the performance of the contract by the bidder. The Utilization Plan will be approved by the Department if the Utilization Plan commits sufficient commercially useful DBE work performance to meet the contract goal or the bidder submits sufficient documentation of a good faith effort to meet the contract goal pursuant to 49 CFR part 26, Appendix A.

The Utilization Plan will not be approved by the Department if the Utilization Plan does not commit sufficient DBE participation to meet the contract goal unless the apparent successful bidder documented in the Utilization Plan that it made a good faith effort to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not successful. The Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere *pro forma*

efforts, in other words, efforts done as a matter of form, are not good faith efforts; rather, the bidder is expected to have taken genuine efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.
- (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
 - (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
 - (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.

b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable.

Also, the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.
 - (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
 - (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
 - (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that the bidder has failed to meet the requirements of this Special Provision and that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons why good faith efforts have not been found.
- (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after receipt of the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). Deposit of the request in the United States mail on or

before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
 - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement.
- (e) DBE as a material supplier:
 - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
 - (2) 100 percent goal credit for the cost of materials or supplies obtained from a DBE manufacturer.
 - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

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

- (a) No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen

Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.

- (b) The Contractor must notify and obtain written approval from the Department's Bureau of Small Business Enterprises prior to replacing a DBE or making any change in the participation of a DBE. Approval for replacement will be granted only if it is demonstrated that the DBE is unable or unwilling to perform. The Contractor must make every good faith effort to find another certified DBE subcontractor to substitute for the original DBE. The good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the original DBE, to the extent needed to meet the contract goal.
- (c) Any deviation from the DBE condition-of-award or contract specifications must be approved, in writing, by the Department. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract.
- (d) In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
 - (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
 - (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
 - (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonably competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.
- (e) Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A, must be signed and submitted.
- (f) If the commitment of work is in the form of additional tasks assigned to an existing subcontract, then a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (g) All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the Participation Statement. The Contractor shall not terminate for convenience a DBE listed in the Utilization Plan and then perform the work of the terminated DBE with its own forces, those of an affiliate or those of another subcontractor, whether DBE or not, without first obtaining the written consent of the Bureau of Small Business Enterprises to amend the Utilization Plan. The Contractor shall notify the Bureau of Small Business Enterprises of any termination for reasons other than convenience, and shall obtain approval for inclusion of the substitute DBE in the Utilization Plan. If good faith efforts following a termination of a DBE for cause are not successful, the Contractor shall contact the Bureau of Small Business Enterprises and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Bureau of Small Business Enterprises will evaluate the good faith efforts in light of all circumstances surrounding the performance status of the contract, and determine whether the contract goal should be amended.
- (h) The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Regional Engineer. If final and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (j) of this part.
- (i) 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.

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

CONSTRUCTION CONTRACT PROCUREMENT POLICIES

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SECTION 1

PROPOSAL REQUIREMENTS AND CONDITIONS

1-01 ADVERTISEMENT (Notice to Bidders). The State of Illinois shall publish the advertisement at such places and at such times as are required by local law or ordinances. The published advertisement shall state the time and place for submitting sealed proposals; a description of the proposed work; instructions to bidders as to obtaining proposal forms, plans, and specifications; proposal guaranty required; and the Owner's right to reject any and all bids.

For Federally assisted contracts the advertisement shall conform to the requirements of local laws and ordinances pertaining to letting of contracts and, in addition, shall conform to the requirements of the appropriate parts of the Federal Aviation Regulations applicable to the particular contract being advertised.

1-02 PREQUALIFICATION OF BIDDERS

- (a) When the awarding authority is the State of Illinois, each prospective bidder, prior to being considered for issuance of any proposal forms will be required to file, on forms furnished by the Department, an experience questionnaire and a confidential financial statement in accordance with the Department's Instructions for Prequalification of Contractors. The Statement shall include a complete report of the prospective bidder's financial resources and liabilities, equipment, past record and personnel, and must be submitted at least thirty (30) days prior to the scheduled opening of bids in which the Contractor is interested.

After the Department has analyzed the submitted "Contractor's Statement of Experience and Financial Condition" and related information and has determined appropriate ratings, the Department will issue to the Contractor a "Certificate of Eligibility". The Certificate will permit the Contractor to obtain proposal forms and plans for any Department of Transportation letting on work which is within the limits of the Contractor's potential as indicated on his "Certificate of Eligibility", subject to any limitations due to present work under contract or pending award as determined from the Contractor's submitted "Affidavit of Availability". Bidders intending to consistently submit proposals shall submit a "Contractor's Statement of Experience and Financial Condition" at least once a year. However, prequalification may be changed during that period upon the submission of additional favorable reports or upon reports of unsatisfactory performance.

Before a proposal is issued, the prospective bidder will be required to furnish an "Affidavit of Availability" indicating the location and amount of all uncompleted work under contract, or pending award, either as principal or subcontractor, as well as a listing of all subcontractors and value of work sublet to others. The prospective bidder may be requested to file a statement showing the amount and condition of equipment which will be available.

Before an award is made, the bidder may be required to furnish an outline of his plans for conducting the work.

- (b) When the awarding authority for contract construction work is the County Board of a county; the Council, the City Council, or the President and Board of Trustees of a city, village or town, each prospective bidder, in evidence of his competence, shall furnish the awarding authority as a prerequisite to the release of proposal forms by the awarding authority, a certified or photostatic copy of a "Certificate of Eligibility" issued by the Department of Transportation, in accordance with Section 1-02(a).

The two low bidders must file within 24 hours after the letting a sworn affidavit, in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work, using the blank form made available for this affidavit. One copy shall be filed with the awarding authority and two copies with the District Highway Office.

1-03 CONTENTS OF PROPOSAL FORMS. Upon request, the Department will furnish the prequalified bidders a proposal form. This form will state the location and description of the contemplated construction and will show the estimate of the various quantities and kinds of work to be performed or materials to be furnished, and will have a schedule of items for which unit bid prices are invited. The proposal form will state the time in which work must be completed, the amount of the proposal guaranty, labor requirements, and date, time and place of the opening of proposals. The form will also include any special provisions or requirements which vary from or are not contained in these specifications.

All papers bound with or attached to the proposal form are considered a part thereof and must not be detached or altered when the proposal is submitted. Any addenda officially issued by the Department, will be considered a part of the proposal whether attached or not.

For Federally assisted contracts, the proposal shall conform to the requirements of local laws and ordinances pertaining to letting of contracts and, in addition, shall conform to the requirements of the appropriate parts of the Federal Aviation Regulations pertaining to the particular contract being let.

1-04 ISSUANCE OF PROPOSAL FORMS. The Department shall refuse to issue a proposal form for any of the following reasons:

- (a) Lack of competency and adequate machinery, plant and other equipment, as revealed by the financial statement and experience questionnaires required under Section 1-02(a).
- (b) Uncompleted work which, in the judgment of the Department, might hinder or prevent the prompt completion of additional work if awarded.
- (c) False information provided on a bidder's "Affidavit of Availability".
- (d) Failure to pay, or satisfactorily settle, all bills due for labor and material on former contracts in force at the time of issuance of proposal forms.
- (e) Failure to comply with any prequalification regulations of the Department.
- (f) Default under previous contracts.
- (g) Unsatisfactory performance record as shown by past work for the Department, judged from the standpoint of workmanship and progress.
- (h) When the Contractor is suspended from eligibility to bid at a public letting where the contract is awarded by, or require approval of, the Department.
- (i) When any agent, servant, or employee of the prospective bidder currently serves as a member, employee, or agent of a governmental body that is financially involved in the proposed work.
- (j) When any agent, servant, or employee of the prospective bidder has participated in the preparation of plans or specifications for the proposed work.

1-05 INTERPRETATION OF QUANTITIES IN BID SCHEDULE. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly or by implication agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 20 of the Illinois Standard Specifications for Construction of Airports without in any way invalidating the unit bid prices.

1-06 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans, and specifications.

Boring logs, underground utilities and other records of subsurface investigations and tests are available for inspection of bidders. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to the bidder, was obtained and is intended for the Owner's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which he may make or obtain from his examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.

1-07 PREPARATION OF THE PROPOSAL. The bidder shall submit his proposal on the form furnished by the Department. The proposal shall be executed properly, and bids shall be made for all items indicated in the proposal form, except that when alternate bids are asked, a bid on more than one alternate for each item is not required, unless otherwise provided. The bidder shall indicate, in figures, a unit price for each of the separate items called for in the proposal; he shall show the products of the respective quantities and unit prices in the column provided for that purpose, and the gross sum shown in the place indicated in the proposal shall be the summation of said products. All writing shall be with ink or typewriter, except the signature of the bidder which shall be written with ink.

If the proposal is made by an individual, his name and business address shall be shown. If made by a firm or partnership, the name and business address of each member of the firm or partnership shall be shown. If made by a corporation, the proposal shall show the names, titles, and business address of the president, secretary, and treasurer, and the seal of the corporation shall be affixed and attested by the secretary.

The proposal shall be issued to a prequalified bidder in the same name and style as the financial statement used for prequalification and shall be submitted in like manner.

1-08 REJECTION OF PROPOSALS. The Department reserves the right to reject proposals for any of the conditions in Article 1-04 or for any of the following reasons:

- (a) More than one proposal for the same work from an individual, firm, partnership, or corporation under the same or different names.
- (b) Evidence of collusion among bidders.
- (c) Unbalanced proposals in which the prices for some items are obviously out of proportion to the prices for other items.
- (d) If the proposal does not contain a unit price for each pay item listed except in the case of authorized alternate pay items or lump sum pay items.
- (e) If the proposal is other than that furnished by the Department; or if the form is altered or any part thereof is detached.
- (f) If there are omissions, erasures, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- (g) If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- (h) If the proposal is not accompanied by the proper proposal guaranty.
- (i) If the proposal is prepared with other than ink or typewriter.
- (j) If the proposal is submitted in any other name other than that to whom it was issued by the Department.

1-09 PROPOSAL GUARANTY. Each Proposal shall be accompanied by either a bid bond on the Department of Transportation, Division of Aeronautics form contained in the proposal, executed by a corporate surety company satisfactory to the Department or by a bank cashier's check or a properly certified check for not less than 5 percent of the amount bid.

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

1-10 DELIVERY OF PROPOSALS. Each proposal should be submitted in a special envelope furnished by the Department. The blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Department is used, it shall be of the same general size and shape and be similarly marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Department at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and place specified in the Notice to Bidders. Proposals received after the time for opening of bids will be returned to the bidder unopened.

1-11 WITHDRAWAL OF PROPOSALS. Permission will be given a bidder to withdraw a proposal if he makes his request in writing or by telegram before the time for opening proposals. If a proposal is withdrawn, the bidder will not be permitted to resubmit this proposal at the same letting. With the approval of the Engineer, a bidder may withdraw a proposal and substitute a new proposal prior to the time of opening bids.

1-12 PUBLIC OPENING OF PROPOSALS. Proposals will be opened and read publicly at the time and place specified in the Notice to Bidders. Bidders, their authorized agents, and other interested parties are invited to be present.

1-13 DISQUALIFICATION OF BIDDERS. A bidder shall be considered disqualified for any of the following reasons:

- (a) Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
- (b) Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner.
- (c) If the bidder is considered to be in "default" for any reason specified in the Subsection 1-04 titled ISSUANCE OF PROPOSAL FORMS of this section.

1-14 WORKER'S COMPENSATION INSURANCE. Prior to the approval of his contract by the Division, the Contractor shall furnish to the Division certificates of insurance covering Worker's Compensation, or satisfactory evidence that this liability is otherwise taken care of in accordance with Section 4.(a) of the "Worker's Compensation Act of the State of Illinois" as amended.

Such insurance, or other means of protection as herein provided, shall be kept in force until all work to be performed under the terms of the contract has been completed and accepted in accordance with the specifications, and it is hereby understood and agreed that the maintenance of such insurance or other protection, until acceptance of the work by the Division is a part of the contract. Failure to maintain such insurance, cancellation by the Industrial Commission of its approval of such other means of protection as might have been elected, or any other act which results in lack of protection under the said "Workers' Compensation Act" may be considered as a breach of the contract.

SECTION 2

AWARD AND EXECUTION OF CONTRACT

2-01 CONSIDERATION OF PROPOSALS. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

- (a) If the proposal is irregular as specified in the subsection titled REJECTION OF PROPOSALS of Section 1.
- (b) If the bidder is disqualified for any of the reasons specified in the subsection titled DISQUALIFICATION OF BIDDERS of Section 1.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals; waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable State and Local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise.

2-02 AWARD OF CONTRACT. The award of contract will be made within 60 calendar days after the opening of proposals to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified by letter, that his bid has been accepted, and that he has been awarded the contract.

If a contract is not awarded within 60 days after the opening of proposals, a bidder may file a written request with the Division for the withdrawal of his bid and the Division will permit such withdrawal.

For Federally assisted contracts, unless otherwise specified in this subsection, no award shall be made until the Division has concurred in the Owner's recommendation to make such award and has approved the Owner's proposal contract to the extent that such concurrence and approval are required by Federal Regulations.

2-03 CANCELLATION OF AWARD. The Division reserves the right to cancel the award without liability to the bidder at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with the subsection titled APPROVAL OF CONTRACT of this section. The Division at the time of cancellation will return the proposal guaranty.

2-04 RETURN OF PROPOSAL GUARANTY. The proposal guaranties of all except the two lowest bidders will be returned promptly after the proposals have been checked, tabulated, and the relation of the proposals established. Proposal guaranties of the two lowest bidders will be returned as soon as the Construction Contract, Performance Bonds, and Payment Bonds of the successful bidder have been properly executed and approved.

If any other form of proposal guaranty is used, other than a bid bond, a bid bond may be substituted at the Contractor's option.

2-05 REQUIREMENT OF PERFORMANCE AND PAYMENT BONDS. The successful bidder for a contract, at the time of the execution of the contract, shall deposit with the Division separate performance and payment bonds each for the full amount of the contract. The form of the bonds shall be that furnished by the Division, and the sureties shall be acceptable to the Division.

2-06 EXECUTION OF CONTRACT. The successful bidder shall sign (execute) the Contract and shall return the signed Contract to the Owner (Sponsor) for signature (execution) and subsequently return all copies to the Division. The fully executed surety bonds specified in the subsection title REQUIREMENTS OF PERFORMANCE AND PAYMENT BONDS of this section will be forwarded to the Division within 15 days of the date mailed or otherwise delivered to the successful bidder. If the Contract and Bonds are mailed, special handling is recommended.

If the bidder to whom award is to be made is a corporation organized under the laws of a State other than Illinois, the bidder shall furnish the Division a copy of the corporation's certificate of authority to do business in the State of Illinois, or provide evidence of the same, with the return of the executed contract and bond. Failure to furnish such evidence of a certificate of authority within the time required will be considered as just cause for the annulment of the award and the forfeiture of the proposal guaranty to the State, not as a penalty, but in payment of liquidated damages sustained as a result of such failure.

2-07 APPROVAL OF CONTRACT. Upon receipt of the contract and bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the contract to the Division for approval and execution by the Division. Delivery of the fully executed contract to the Contractor shall constitute the Department's approval to be bound by the successful bidder's proposal and the terms of the contract.

2-08 FAILURE TO EXECUTE CONTRACT. If the contract is not executed by the Division within 15 days following receipt from the bidder of the properly executed contracts and bonds, the bidder shall have the right to withdraw his bid without penalty.

Failure of the successful bidder to execute the contract and file acceptable bonds within 15 days after the contract has been mailed to him shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty which shall become the property of the State, not as a penalty, but as liquidation of damages sustained.

SECTION III
SPECIAL PROVISIONS
FOR

RUNWAY 10-28 DECOMMISSIONING

CONVERT EXISTING TEMPORARY RUNWAY 10-28 INTO PERMANENT TAXIWAY P BY REMOVING SQUARED PAVEMENT ENDS, RELOCATING/ CONVERTING EDGE LIGHTS, REMARKING PAVEMENT, REMOVING PAPI, REIL & LOCALIZER, MODIFYING GUIDANCE SIGNS, AND OTHER MISCELLANEOUS ITEMS.

AT

QUAD CITY INTERNATIONAL AIRPORT
MOLINE, ILLINOIS

ILLINOIS PROJECT: MLI-4081
A.I.P. PROJECT: 3-17-0068-XX

PREPARED BY:



CONSULTING ENGINEERS

P.O. BOX 6040

ROCK ISLAND, ILLINOIS 61204-6040

MAY 15, 2011

Section III Special Provisions
Quad City International Airport
Moline, Illinois

ILL. PRJT. No. MLI-4081
A.I.P. PRJT. No. 3-17-0068-XX
5A
QU014

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
DIVISION OF AERONAUTICS
POLICY MEMORANDUM

The following IDOT-DOA Policy Memorandums are applicable to this contract and are included in this contract by reference. The latest version of these documents may be viewed and downloaded off the Division of Aeronautics internet web site at <http://www.dot.state.il.us/aero/iindex.html>.

IDOT-DOA Policy Memorandum Numbers:

07-21	96-1
90-1	97-2
95-1	2001-1

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GENERAL

The following Section III Special Provisions supplement the “Illinois Standard Specifications for Construction of Airports” (consolidated reprint), adopted November 2, 2009 by IDOT-DOA, the “Standard Specifications for Road and Bridge Construction”, adopted January 1, 2007 by IDOT, and IDOT-DOA’s Policy Memorandum Numbers 07-21, 90-1, 95-1, 96-1, 97-2, and 2001-1, all of which shall govern the construction of Illinois Project No. MLI-4081, A.I.P. Project No. 3-17-0068-XX. In case of conflict with any part or parts of said specifications, the said Section III Special Provisions shall take precedence and shall govern.

DESCRIPTION OF WORK:

The proposed improvement at the Quad City International Airport in Moline, Illinois shall include, but not be limited to, the following major work items:

1. Pavement removal as required to install the proposed materials.
2. Earth excavation as required to install the proposed materials.
3. Installation of proposed crushed aggregate base course and PCC pavements, as detailed in the Construction Plans and these special provisions.
4. Installation of the proposed pavement underdrains, edge lights, and guidance signs.
5. Refurbish, relocate, remove, and/or adjust the existing utilities (edge lights, manholes, guidance signs, etc.) as required.
6. Removal of runway pavement markings and aircraft tire rubber from the existing surface and installation of taxiway pavement markings.
7. Removal of existing PAPI, REIL and localizer systems as detailed in the Construction Plans and these special provisions.
8. Installation of shoulder embankment, grading, turfing, and erosion control as required.
9. Traffic maintenance for the duration of the project.

DIVISION I - GENERAL PROVISIONS

20-02 ALTERATION OF WORK AND QUANTITIES

ADD the following paragraphs to this Section:

The MAA reserves and shall have the right to delete all or part of the AR620510 Pavement Marking, AR620900, Pavement Marking Removal, AR156540 Riprap, and/or AR908520 Excelsior Blanket pay items and/or contract quantities from the contract work. The Contractor shall not be entitled to any extra compensation, beyond the contract unit prices, due to change in contract quantities. The Contractor agrees to accept payment for the remaining work based upon the original contract unit rate prices without negotiating new contract unit rate prices if only partial quantities are completed.

20-05 MAINTENANCE OF TRAFFIC

ADD the following paragraphs to this Section:

20-05.1.1 This item shall include all work necessary to control and maintain aircraft, vehicle, equipment, and personnel traffic on the airfield during the duration of this project. The Contractor shall operate his construction activities in a manner that complies with the requirements of FAA Advisory Circular No. 150/5370-2, "Operational Safety On Airport During Construction," latest edition at the time of bidding; and Subsection 20-05 and Subsection 50-09 of the Standard Specifications for Construction of Airports.

20-05.1.2 It is the desire of the owner to complete this project in a timely and safe manner with the least possible disruption to airport operations. The following construction limitations, as well as the safety plan included in the Construction Plans, shall be followed to achieve the above goals:

STAGE 1, TAXIWAY P, WEST OF TAXIWAY E:

Stage 1 includes all contract work that is located along the portion of Runway 10-28/Taxiway P that is south of Runway 9-27 and west of the Taxiway E object free area. Access to this area is from the southwest entrance to the airfield as shown on the safety plan. All work within the Runway 9-27 safety area shall be completed between aircraft operations as permitted by the FAA air traffic control tower and the MAA.

STAGE 1A, TAXIWAY H, NORTH OF RUNWAY 9-27:

State 1A includes all contract work that is located along the portion of Taxiway H between the north edge of the Runway 9-27 safety area and the west edge of the Taxiway H1 object free area. Access to this area is from the southwest entrance to the airfield as shown on the safety plan. The Contractor shall not enter the Runway 9-27 safety area during the accomplishment of this work.

STAGE 1B, R10 LOCALIZER REMOVAL AREA:

Stage 1B includes all contract work that is located in the Runway 10 localizer area which is just east of the Taxiway N object free area. Access to this area is from the northeast entrance to the airfield as shown on the safety plan. The Contractor shall not enter the Taxiway B/Taxiway N object free area during the accomplishment of this work.

STAGE 2, INTERSECTION OF TAXIWAY E AND TAXIWAY P

Stage 2 includes all contract work that is located within the Taxiway E object free area. Access to this area is from the southwest entrance to the airfield as shown on the safety plan. All contract work in the Stage 2 area shall be accomplished within a fourteen (14) consecutive calendar day work period.

STAGE 3, RUNWAY 5-23, SOUTH OF MID-FIELD AND TAXIWAY P, EAST OF TAXIWAY E

Stage 3 includes all contract work that is located along the portion of Taxiway P between the east edge of the Taxiway E object free area and the north edge of the Taxiway K object free area. Stage 3 also includes all contract work that is located along the portion of Runway 5-23 that is south of the Runway 9-27 / Runway 13-31 safety areas. Access to this area is from the southwest entrance of the airfield as shown on the safety plan. The Contractor shall not enter the Runway 9-27 / Runway 13-31 safety areas during the accomplishment of this work.

STAGE 3A, SIGNS K10 / 10-6 AREA, SOUTH OF TAXIWAY K

Stage 3A includes all contract work that is located south of Taxiway K between Taxiways K4 and K7. Access to this area is from the southwest entrance to the airfield as shown on the safety plan. The Contractor will be required to cross existing open Taxiway K to access these guidance signs.

STAGES 3B AND 3C, RUNWAY 5-23 AND TAXIWAY H, NORTH OF MID-FIELD

Stage 3B includes all contract work that is located along the portion of Runway 5-23 that is north of the Runway 9-27 / Runway 13-31 safety areas. Stage 3C includes all contract work that is located along the portion of Taxiway H that is between Taxiway F and the north side of the Runway 13-31 safety area. Access to these areas is from the north entrance to the airfield as shown on the safety plan. The Contractor shall not enter the Runway 9-27 / Runway 13-31 safety areas during the accomplishment of this work. All contract work in the Stage 3B area shall be accomplished within a five (5) consecutive calendar day work period. All contract work in the Stage 3C area shall be accomplished within a two (2) consecutive calendar day work period.

STAGE 4A, RUNWAY 13-31, NORTH OF MID-FIELD

Stage 4A includes all contract work that is located along the portion of Runway 13-31 that is north of the Runway 9-27 safety area. Access to this area is from the northwest entrance to the airfield as shown on the safety plan. The Contractor shall not enter the Runway 9-27 safety area during the accomplishment of this work. All contract work in the Stage 4A and Stage 4B areas shall be accomplished within a five (5) consecutive calendar day work period.

STAGE 4B, RUNWAY 13-31, SOUTH OF MID-FIELD

Stage 4B includes all contract work that is located along the portion of Runway 13-31 that is south of the Runway 9-27 safety area. Access to this area is from the southeast entrance to the airfield as shown on the safety plan. The Contractor shall not enter the Runway 9-27 safety area during this stage.

STAGE 5, MID-FIELD

Stage 5 includes all contract work that is located in the mid-field area. Work in this area shall be accomplished during night shift hours when the airfield is closed to aircraft traffic. Access to this area is from the southwest entrance to the airfield as shown on the safety plan.

- 20-05.1.3 The Contractor shall not be entitled to any extra compensation due to delays or inconveniences caused by above said necessary methods, procedures and measures required to protect air traffic.
- 20-05.1.4 This item shall also include the furnishing, installing, moving, maintaining and removal of all equipment, material, miscellaneous items, and incidentals necessary to control traffic to the satisfaction of the Metropolitan Airport Authority and the Resident Engineer.

EQUIPMENT AND MATERIALS

- 20-05.2.1 This item shall include, but not be limited to, the following work and supplies:
- (a) Barricades (drum, type II and low profile), cones, warning signs, and hazard markings: Provide placement and maintenance.
 - (b) Material for providing temporary runway closure markings.
 - (c) Traffic control devices for construction and airport vehicular traffic.
 - (d) Temporary traffic connections necessary for ingress to and egress from the airfield.
 - (e) Temporary security measures at the point(s) of ingress/egress to the airfield (guard, fencing, gates, chain, locks, etc.)
 - (f) Cleaning and maintaining airfield pavements used during construction.
 - (g) Constructing, cleaning and maintaining haul roads and/or service roads.
 - (h) Radio equipment for communication with the FAA control tower.
 - (i) Identification and marking devices for construction personnel and equipment.
 - (j) All measures necessary to comply with the safety plan included in the Construction Plans.
 - (k) All measures necessary to comply with the special provisions to Section 20-05 "Maintenance of Traffic" included in this Special Provision.

- (l) Restoration of staging areas, storage areas, haul roads, construction access roads, service drives, borrow areas, and any other areas damaged during construction.
- (m) Demobilization and mobilization of manpower and equipment to open and/or close runways as required by the Metropolitan Airport Authority.
- (n) Installation and removal of any temporary electrical power and/or telephone facilities required by the Contractor and/or contract during construction to the satisfaction of the MAA and Resident Engineer.
- (o) Installation and maintenance of safety area lath lines as shown on the Safety Plan in the Construction Plans. Lath lines shall consist of 2"x2" wood posts spaced at 15' intervals and driven into the ground with rope or heavy twine tied between the posts. Six inch wide yellow plastic warning ribbon shall be wrapped around the rope or heavy twine between the posts.
- (p) All other items as necessary to maintain control of the project as outlined in the Construction Plans and specification or as directed by the Resident Engineers.

CONSTRUCTION METHODS

- 20-05.3.1 The traffic maintenance equipment and materials shall be provided, placed, and maintained during the construction as indicated in the plans or as directed by the Resident Engineer.
- 20-05.3.2 The traffic maintenance equipment and materials shall be removed, and reinstalled by the Contractor during the construction of the project as directed by the Resident Engineer and/or as dictated by the current construction activity location.
- 20-05.3.3 After the construction has been completed and accepted by the Resident Engineer the traffic maintenance equipment and materials shall be removed by the Contractor. The removal of traffic maintenance equipment and materials shall not commence until approval by the Resident Engineer has been received. The Contractor shall clean up all debris resulting from maintaining traffic.
- 20-05.3.4 Work included in this item shall conform to applicable FAA Regulations and shall be approved in advance by the Resident Engineer and the MAA.

METHOD OF MEASUREMENT

- 20-05.4.1. The quantity of traffic maintenance to be paid for under this item shall be measured per lump sum for furnishing all materials, equipment, and labor required for this construction including, but not limited to maintenance of traffic, compliance with safety plan, compliance with Section 20-05 "Maintenance of Traffic" items, restoration, and all other necessary items to complete the construction operations for this project.

BASIS FOR PAYMENT

- 20-05.5.1 Payment will be made at the contract unit price per lump sum for Traffic Maintenance. This price shall be full compensation for furnishing all materials and for all preparation, assembly, installation, removal, reinstallation as required of these materials and for all labor, equipment, tools and incidentals necessary to complete this item.

Payment will be made under:

ITEM AR150530 -- TRAFFIC MAINTENANCE -- per lump sum.

20-06 REMOVAL OF EXISTING STRUCTURES

REVISE the first paragraphs to read as follows:

All existing structures encountered within the established lines, grades, grading sections, or as indicated in the Construction Plans shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing and disposing of such existing structures shall not be measured or counted for separately as a contract pay item. The cost for removing and disposing of such existing structures shall be included in the contract unit prices.

30.06 CONSTRUCTION LAYOUT
CONSTRUCTION LAYOUT STAKES

DELETE entire Section.

ADD: The Resident Engineer shall furnish all construction layout for this project. The contractor shall give the Resident Engineer a ninety-six (96) hour notice for all construction staking that he / she requires.

30-12 LOAD RESTRICTIONS

ADD the following to this Section:

The Contractor shall coordinate construction access with the County Superintendent of Highways and/or the Township Road Commissioner. The Contractor shall be responsible for damage to any public road caused by his construction operations. The Contractor shall repair any damage caused by his construction traffic to the satisfaction of the Owner. The Contractor shall provide and install any warning signs (trucks entering highway, etc.) as required by the County Superintendent of Highways.

ADD the following Sub-Section:

30-12.1 PERMITS:

The Contractor shall procure all required permits for entering, operating, and hauling on public roadways. The Contractor shall meet all requirements of said permits.

30-18 PLANS AND WORK DRAWINGS

REVISE references to “approval” in first paragraph to “review”.

The following information shall be clearly marked on each shop, working, and layout drawing, catalog cut, pamphlet specifications sheet, etc. submitted.

PROJECT LOCATION: Quad City International Airport

PROJECT NUMBERS: Illinois Project MLI-4081
AIP Project 3-17-0068-XX

CONTRACT ITEM: (E.G. 751-5.20)

SUBMITTED BY: (Contractor/Subcontractor Name)

DATE: (current date)

50-10 BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS

ADD the following paragraphs to this Section:

It will be the responsibility of the Contractor to properly mark the closed runway (or pavement); and, when the runway (or pavement) is reopened, to remove the marking. A detail drawing of the closed runway marking is included on the proposed safety plan. The Contractor will be responsible for placing and removing the crosses as the runway (or pavement) is closed and opened.

The Contractor shall supply, install, and maintain lighted low profile barricades for this project as detailed in the Construction Plans. The Contractor will be responsible for placing and removing the lighted low profile barricades as the pavements are closed and opened.

Any cost of labor and equipment which is necessary to insure safety at the airport during the duration of the project will be included in the Traffic Maintenance contract unit price. No additional reimbursement beyond the contract unit price shall occur.

50-12 PROTECTION AND RESTORATION OF PROPERTY

ADD the following paragraphs to this Section:

The Contractor shall take special precautions during construction so as not to damage the existing roads, parking lots, runways, aprons, taxiways, building and other existing improvements.

Any such existing improvements damaged by the Contractor during construction shall be repaired or replaced by him at his own expense.

The Contractor shall take special care when working in the vicinity of existing airport lighting systems so as not to damage them. Should the Contractor damage any of the lighting systems and/or underground cables, he shall immediately repair or replace them, and make any necessary repairs to place them in working order. The cost of equipment and making the repairs will be the responsibility of the Contractor. If during the course of construction it is necessary to interrupt any lighting circuits, temporary cables shall be installed as needed to make the circuit operational.

The proposed minimum utility protection information shown on the Construction Plans is approximate and included for informational purposes only to help educate the Contractor on the scope of the work to be included in the contract unit prices. The Contractor is responsible to determine what additional protection is required to prevent damage to the existing utilities/improvements. The Contractor shall be responsible for all repair or replacement costs for damaged utilities/improvements.

The Contractor shall maintain the premises in reasonably clean condition and shall not allow any sizable accumulation of rubbish on the premises.

He shall leave the premises in broom-clean condition upon completion of the project.

50-13 RESPONSIBILITY FOR DAMAGE CLAIMS

REVISE the second line of the first paragraph to read as follows:

"...indemnify and save harmless the Division, the Owner, the Consultant Engineers, Subconsulting Engineer, and the F.A.A....."

ADD the following three paragraphs between the first and second paragraphs of this Section:

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless the OWNER, PARTICIPATING AGENCIES (the Division and the FAA), SUBCONSULTANTS, CONSULTANT ENGINEERS, and their respective agents and employees (indemnities) from and against any and all claims, damages, losses, economic losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work (including specifically claims arising under the Illinois Structural Work Act), provided that such claim, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property (other than the Work itself), including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omission of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, excluding any proportionate amount of any claim, damage, loss or expense which is caused by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, a Subcontractor, anyone directly employed by them or anyone for whose acts they be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

This indemnification shall also include, but not be limited to, any penalties, fines or other actions imposed by the U. S. Department of Labor or the State of Illinois under the Occupational Safety and Health Act (O.S.H.A.) as a result of the Contractor's acts or omissions on this project.

REVISE the last paragraph of this Section to read as follows:

"The Contractor, prior to execution of the contract, shall file with the Division and the Consultant Engineer, copies of completed certificates of insurance, satisfactory to the Division and the Consultant Engineer, to afford protection against all claims for damages to public or private property, and injuries to persons, arising out of and during the progress of the work to its completion, as defined by Section 60-12. The policy of insurance shall include the Owner, the participating agencies (the Division and the FAA), Subconsultant Engineers, and Consultant Engineers, as additional insured or provide separate coverages with individual protective policies for all of the above named parties. The minimum amounts of insurance shall be as follows, except no restrictions or occurrence limits will be permitted:

General Public Liability Insurance: \$1,000,000/Person
\$2,000,000/Occurrence

Property Damage Insurance: \$1,000,000/Occurrence

In addition to the above policies, Contractor shall provide an "Umbrella" policy covering his entire operation in the amount of \$3,000,000.

All such insurance must include an endorsement whereby the insurer agrees to notify the Division and the Consultant Engineer at least 30 days prior to nonrenewal, reduction or cancellation. Contractor shall furnish to the Division and the Consultant Engineer a copy of the endorsement in addition to any other insurance certificate required. The Contractor shall cease operations on the project if the insurance is canceled or reduced below the required amount of coverage. All costs for insurance as specified herein will not be paid for separately, but shall be considered as incidental to the contract."

50-17 CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS

ADD the following to this Section:

<u>Utility Service or Facility</u>	<u>Person to Contact</u>	<u>Telephone Number</u>
Airport Facilities	Metropolitan Airport Authority	757-1743
Airport Lighting	Metropolitan Airport Authority	757-1752

FAA Control and Communications Cable	Airways Facility Unit	799-7303
Water Mains and Sanitary Sewers	City of Moline, Il.	797-0489 / 797-0750
Electric Cables Mid-American Energy Company	JULIE (Joint Utility Locating Information for Excavators)	1-800-892-0123
Telephone Cables Illinois Bell	JULIE	1-800-892-0123
Telephone Company AT&T of Illinois Gas Mains Mid-American Energy Company	JULIE	1-800-892-0123

50-25 CONTRACTOR'S WARRANTY

ADD the following paragraphs to this Section:

Airport lighting equipment and materials covered by F.A.A. Specifications to be supplied to this project, shall have the prior manufacturer's approval by the F.A.A. and listed in the most current Advisory Circular for Approved Airport Lighting Equipment.

All other equipment and materials covered by other referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specifications.

60-07 TEMPORARY SUSPENSION OF THE WORK

DELETE the first two paragraphs and INSERT the following:

The Contracting Agent (IDOT-DOA and/or the MAA) reserves the right to temporarily suspend the work wholly, or in part, for such periods as they may deem necessary, due to unsuitable weather, airport operation considerations, or other such conditions as are considered unfavorable for the prosecution of the work or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

All measures necessary to comply with the temporary suspension of the work, as required by the Contracting Agent (IDOT-DOA and/or the MAA), shall be included in the traffic maintenance contract unit price. The Contractor shall not be entitled to any additional compensation (beyond this pay item) due to delays or inconveniences caused by the temporary suspension of the work.

ADD the following special Sections:

HAUL ROUTE

The Contractor will use only the designated haul route as shown on Sheets 3 thru 9 of the Construction Plans. The Contractor's men and equipment shall not traverse outside the designated work areas to other locations on the airport or off of airport property. The designated haul route will be the only vehicular access to the construction site.

It will be the Contractor's responsibility to procure all required permits from public agencies for entering, operating, and hauling materials on public roadways. The Contractor shall meet all requirements of said permits.

It will be the Contractor's responsibility to clear and build the haul routes and construction staging area as required to complete the contract work. The Contractor shall restore the haul routes and construction staging area upon completion of the project. All costs for clearing, maintaining, and restoring the haul routes and construction staging area shall be included in contract unit prices.

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

EQUIPMENT PARKING

The Contractor shall park equipment in the areas designated for construction staging. This area is shown on Sheet 3 of the Construction Plans.

SCHEDULING OF OPERATIONS

<p>This project shall not start until existing Runway 9-27 has been reconstructed and opened to aircraft traffic by the MAA. It is currently anticipated that the majority of the construction included in this project shall not occur until the 2012 construction season.</p>

The Contractor shall coordinate all work on this project with the Resident Engineer and the Metropolitan Airport Authority to insure that the construction will cause the least amount of inconvenience possible to normal airport activity.

The Contractor will be required to submit a work schedule to the State of Illinois, Division of Aeronautics, and to the Resident Engineer showing proposed sequence of work.

In the event that other construction projects are in progress at the airport at the same time as this project, the Contractor will be required to cooperate with all other Contractors and the Metropolitan Airport Authority in the coordination of the work. The earthwork Contractor shall cooperate and coordinate his earthwork activities with the other Contractors' activities in order to provide an orderly and properly sequenced progression of construction. Any disagreement between Contractors will be settled by the Contracting Agent (IDOT-DOA). No extra compensation will be due to the earthwork Contractor for delays caused by sequencing of construction events. Cooperation and coordination shall occur between the Contractors during the construction of these projects.

The Metropolitan Airport Authority will at all times have jurisdiction over the safety of air traffic during construction. Whenever the safety of air traffic during construction is concerned, his decision as to methods, procedures, and measures used shall be final, and any and all Contractors performing work must be governed by such decisions.

The Contractor shall not be entitled to any extra compensation due to delays or inconvenience caused by said necessary methods, procedures, and measures to protect air traffic, delays caused by sequencing of construction events, and/or delays caused by coordination with others.

SITE INSPECTION

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

DIVISION II – PAVING CONSTRUCTION DETAILS

EARTHWORK

ITEM 150 – ENGINEER’S FIELD OFFICE

ADD the following Section:

METHOD OF MEASUREMENT

- 150-3.1 The quantity of Engineer’s Field Office to be paid for under this item shall be measured per lump sum for furnishing all materials, equipment, labor, and all other necessary items required to complete this item in accordance with this special provision.

BASIS OF PAYMENT

DELETE Section 150-3.1 and insert the following:

- 150-4.1 This item will be paid for at the contract price per lump sum for a field office, which price shall include all utility costs (including long distance telephone service for the Resident Engineer and his representatives) and shall reflect the salvage value of the building or mobile unit, equipment, and furniture which becomes the property of the Contractor after release by the Resident Engineer.

Payment will be made under:

ITEM AR150510 -- ENGINEER'S FIELD OFFICE -- per lump sum.

ITEM 152-EXCAVATION AND EMBANKMENT

DESCRIPTION

152.1.1 ADD the following to this Section:

This item shall include, but not be limited to, all work necessary to remove existing soils from the proposed cut areas, stockpile soils as required, haul soils from the proposed cut areas or stockpile areas to the proposed embankment or soil disposal areas, installation of soils/topsoils, and backfill, compaction of soils where required, final grading, disposal of waste soils and other miscellaneous grading and backfilling as shown on the Construction Plans or as required by the Resident Engineer.

The Contractor shall remove existing topsoil materials, complete earthwork and then reinstall topsoil materials as required to guarantee the final 4" of soil materials will support vegetation growth. If Contractor installs soil that will not support vegetation growth, the Contractor shall remove the top 4" of the soil materials and haul in topsoil materials at his own expense without additional compensation beyond the contract unit prices.

The Contractor will be paid for hauling the soil materials one time only. The cost of moving, stockpiling, removing, reinstalling, etc. of the soil materials as required to complete the contract work shall be included in the 152 Earthwork cubic yard price as defined in this Special Provision.

152-1.2 CLASSIFICATION

ADD the following to this Section:

All materials excavated, regardless of the source and type, including vegetation strippings, concrete materials and solid rock materials shall be defined as "UNCLASSIFIED EXCAVATION". This contract item shall include the removal and off site disposal of existing concrete slabs, broken concrete, concrete footings, concrete drainage structures, seal coat/gravel service roads, and solid rock materials from the proposed excavation areas.

CONSTRUCTION METHODS

152-2.1 GENERAL

ADD the following to this Section:

The payment under item 152410-UNCLASSIFIED EXCAVATION shall be based upon measuring the volume of cubic feet of soils removed as shown in the Construction Plans. The following information is approximate and included for informational purposes only to help educate the Contractor on the scope of the work to be included in the contract unit prices. A twenty-five (25) percent shrinkage factor is included in the calculations for necessary compacted embankment materials. Separate measurement for payments and/or payments shall not be made for the individual functions or steps required to complete the earthwork activities. The Contractor shall include all costs in the contract item 152410-UNCLASSIFIED EXCAVATION cubic yard price.

152-2.2 EXCAVATION

ADD the following to this Section:

Compaction control testing shall be accomplished for aircraft weights of 60,000 pounds or more.

152-2.4 DRAINAGE EXCAVATION

ADD the following to this Section:

The Contractor shall transport materials along the haul roads only. The locations of all haul roads shall be approved by the Resident Engineer prior to beginning any work on this item. The Contractor shall also be responsible for placing, maintaining, and removing any necessary drainage structures to allow crossing the various drainage ditches located on airport property. The Contractor shall take special precautions when hauling excavated materials so as not to create deep ruts. All existing graded, turfed, sodded and/or formed areas which are disturbed or rutted by the Contractor, during his hauling operations, shall be regraded, returfed and refinished at his own expense and to the satisfaction of the Resident Engineer. No additional payment for haul will be allowed the Contractor.

152-2.5 PREPARATION OF EMBANKMENT AREA

ADD the following to this Section:

All vegetation such as brush, heavy sods, heavy growth of grass, decayed vegetable matter, rubbish, and any other unsuitable material within 10' of the future paved areas shall be stripped or otherwise removed before embankment operations are started. Strippings from under the future paved areas may be stockpiled and used for topsoil and/or may be placed in the shoulder embankment area outside the limits of future pavement (as directed by the Resident Engineer), scarified, and broken by means of a disc harrow, plow or other approved equipment to the satisfaction of the Resident Engineer.

All vegetation such a brush, heavy sods, heavy growth of grass, decayed vegetable matter, rubbish, and any other unsuitable material 10' or more outside the future paved areas shall be stripped or otherwise removed before earthwork operations are started. Strippings from outside the future paved areas shall be stockpiled and used for topsoil upon the completion of the earthwork activities. These materials shall be scarified, and broken by means of a disc harrow, plow or other approved equipment to the satisfaction of the Resident Engineer.

No direct payment and/or measurements shall be made for the work performed under this section. The costs for all strippings, stockpiling, topsoil placement, and minor erosion control measures shall be included in the 152 Earthwork contract unit price.

152-2.7 PREPARATION AND PROTECTION OF THE TOP OF THE SUBGRADE

ADD the following to this Section:

At all times during construction, the ground surface shall be properly graded to promote rapid clearing of rainwater. The Contractor shall install temporary drainage ditches as requested by the Resident Engineer. Any water that accumulates on the ground surface shall be immediately removed by the Contractor. Excessively wet or disturbed soils at the base of any excavation or fill areas shall be removed prior to the placement of any additional fill. Any ground surface which will be exposed to weather and not immediately worked shall be bladed off with a motor grader and compacted with a smooth roller to seal the ground surface and prevent infiltration of moisture as approved by the Resident Engineer. When requested by the Resident Engineer and/or when it is predicted that inclement weather may develop, the Contractor shall cease embankment construction and seal the embankment ground surface.

152-2.10 TOPSOIL

ADD the following to this Section:

Topsoil shall be salvaged from strippings or other grading operations. Strippings shall be stockpiled during excavation operations so that soils can be removed. The strippings shall be reinstalled after excavation operations are complete. Grade stakes for topsoil placement shall not be set. No direct payment or measurements will be made for topsoil.

No direct payment or measurements shall be made for the work performed under this section. The costs for all stripping, stockpiling, topsoil placement, and minor erosion control ditches shall be included in the 152 Earthwork contract unit price.

METHOD OF MEASUREMENT

152-3.1 DELETE:

The phrase “and stripped” from the last sentence of the first paragraph.

Add to this Section:

Excavation or handling of soils shall be paid for only once. Stockpiling of soils for later reuse and redistribution shall be done at the Contractor’s expense. Redistribution or spreading of stockpiled soils shall be done at the Contractor’s expense.

No direct measurements shall be made for stripping, stockpiling, topsoil placement, minor fill-in of abandoned structures and ditches, minor erosion control ditches, and the removal and disposal of existing concrete slabs, footings, drainage structures, and storm sewers. These items shall be considered incidental to the 152 Earthwork contract unit price.

152-3.2 DELETE the entire Article and insert the following:

Borrow material paid for shall be the number of cubic yards measured in its original position in excavation, and pay quantities shall be computed by the method of average end areas.

152-3.3 DELETE the entire Article.

BASIS OF PAYMENT

152-4.3 DELETE the entire Article.

152-4.4 DELETE the entire Article.

Payment will be made under:

ITEM AR152410 -- UNCLASSIFIED EXCAVATION -- per cubic yard.

ITEM 156500 – EROSION CONTROL

METHOD OF MEASUREMENT

DELETE Sections 156-4.1, 156-4.2 and 156-4.3 and INSERT the following:

- 156-4.1 The quantity of Temporary Erosion Control to be paid for under this item shall be measured per lump sum for furnishing all materials, equipment, overhead, and labor required for the construction and administration of this project including, but not limited to, compliance with the storm water pollution prevention plan, IEPA construction site activities NPDES Permit No. ILR100000, IEPA regulations, temporary seeding, and all other necessary items to complete this item. The contractor shall comply with the applicable provisions of the Illinois Environmental Protection Agency's "Standards and Specifications for Soil Erosion and Sediment Control" and the FAA's Advisory Circular 150/5370-10E "Standards For Specifying Construction of Airports".

BASIS OF PAYMENT

DELETE Section 156-5.1 and INSERT the following:

- 156-5.1 Payment will be made at the contract unit price per lump sum for Temporary Erosion Control. This price shall be full compensation for furnishing all materials and for all preparation, assembly, installation, removal, reinstallation as required of these materials and for all labor, equipment, tools, temporary seeding, and incidentals necessary to complete this item.

Payment will be made under:

ITEM AR156500 -- TEMPORARY EROSION CONTROL -- per lump sum.

ITEM 156540 – RIPRAP

DESCRIPTION

156-1.1 ADD:

Item AR156540- Riprap materials will be used in locations where the existing ground is too soft to support construction operations as determined by the Resident Engineer. The minimum thickness of the riprap stone shall be 12 inches. The MAA reserves and shall have the right to delete part or all of the AR156540 pay item from the proposed contract work. The Contractor shall not be entitled to any extra compensation for the deletion of this pay item or quantities.

MATERIALS

156-2.1 ADD:

IDOT Coarse Aggregate Gradation Number RR-1, RR-2, CA-3, and/or a similar graded material, as approved by the Resident Engineer, shall be used in the locations (as determined by the Resident Engineer) for the AR156540 Riprap materials.

CONSTRUCTION METHODS

156-3.1 DELETE the first paragraph and insert the following:

Prior to placement of the riprap material, the Contractor shall undercut the designated area to a depth that is determined by the Resident Engineer. The Contractor shall dispose of the undercut material removed at a suitable location off of airport property. The Contractor is responsible for finding a suitable disposal area. The Contractor shall include the costs for removing and disposing of the undercut materials in the AR156540-Riprap contract unit rate. The undercut materials shall not be measured for payment.

METHOD OF MEASUREMENT

156-4.1 ADD the following to this Section:

Riprap used for aggregate pipe bedding shall not be measured for payment under this item.

The minimum thickness of the riprap stone shall be 12 inches.

BASIS OF PAYMENT

156-5.1 ADD the following to this Section:

Riprap used for aggregate pipe bedding shall not be paid for under this item.

Payment will be made under:

ITEM AR156540 -- RIPRAP -- per square yard.

ITEM 209 – CRUSHED AGGREGATE BASE COURSE

DESCRIPTION

209-1.1 ADD:

Item AR209510 Crushed Aggregate Base Course material will be used to fill the void between the top of the existing crushed aggregate base course and the bottom of the proposed new P.C.C. pavement. This material shall also be used to replace/repair the existing crushed aggregate base course material at the locations of the proposed new in-pavement edge lights. Maximum pay width for the base material shall be 12 inches beyond the edge of the proposed pavement. If the Contractor requires additional width for pavement installation, the additional materials shall meet the same specifications, but will be considered incidental.

This item shall also include furnishing and installing geotextile fabric to replace/repair the existing geotextile fabric at the locations of the proposed new in-pavement edge lights as indicated on the Construction Plans or as otherwise required by the Resident Engineer. Geotextile fabric used for pipe installation shall not be included for payment in this item.

MATERIALS

209-2.1 ADD:

Sieve designation B, 1 1/2 inch maximum, TABLE 1, shall be used in the locations as indicated on the Construction Plans for the AR209510 Crushed Aggregate Base Course.

In Table 1: 1. Change IDOT Gradation CM-4 to CA-4 for Sieve Designation A.
2. Change IDOT Gradation CM-6 to CA-6 for Sieve Designation B.

ADD the following Section:

209-2.3 GEOTEXTILE FABRIC

The geotextile fabric shall consist of woven or nonwoven filaments of polypropylene, polyester, nylon or polyethylene. Nonwoven fabric may be needle punched, heat-bonded, resin-bonded or combinations thereof. The fabric shall be inert to commonly encountered chemicals, rot proof, dimensionally stable (i.e. fibers must maintain their relative position with respect to each other), resistant to delamination, and conform to the following physical properties.

Weight (oz./sq. yd.)	4.0	- ASTM D3776
Grab tensile strength (lbs.)	200 min.*	- ASTM D4632
Grab Elongation at break (%)	12 min.*	- ASTM D4632
Burst strength (psi)	250 min.*	- ASTM D3786
Trapezoidal tear strength (lbs.)	75 min.**	- ASTM D4533
Equivalent opening size (AOS)		
Sieve No.	----	- ASTM D4751

* For woven fabric, test results shall be referenced to orientation with warp or fill, whichever case may be. Both woven and nonwoven fabrics shall be tested wet.

** Manufacturer's certification of fabric to meet requirement.

Handling and Storage: Fabric shall be delivered to the job site in such a manner as to facilitate handling and incorporation into the work without damage. In no case shall the fabric be stored or exposed to direct sunlight that might significantly diminish its strength or toughness.

CONSTRUCTION METHODS

209-3.2 EQUIPMENT

ADD the following paragraphs to this Section:

Provisions shall be made by the Contractor for furnishing water at the plant and at the site of the work by equipment of ample capacity and of such design as to assure uniform mixing and application.

209-3.4 FINISHING AND COMPACTING

DELETE the fifth sentence in the first paragraph and insert the following sentence in its place:

Rolling shall continue until the base material has been compacted to not less than 95% density, as determined by the compaction control tests specified in Division VII.

Compaction control testing shall be accomplished for aircraft weights of 60,000 pounds or more.

ADD the following Section:

209-3.13 GEOTEXTILE FABRIC

Prior to installation of the fabric, surface shall be cleared of debris, sharp objects and trees. Tree stumps shall be either removed or cut to the level of the ground surface. In the case of subgrades, all wheel tracks or ruts in excess of 2 inches in depth shall be graded smooth or otherwise filled with soil to provide a reasonably smooth surface.

Fabric sections shall be joined by overlapping the upper strip over the next lower strip, and also overlapping longitudinal edge joints by at least 2 feet. The fabric shall be held firmly in place by pinning the overlapped joints with wire staples made from No. 11 gage or heavier wire, width 1 or 2 inches at the throat and 6 inches from top to bottom after bending. The staples shall be packaged in cartons.

Torn fabric shall be repaired in place by cutting and placing a piece of the same fabric over the tear. The dimensions of the patch shall be at least two (2) feet larger than the largest dimension of the tear, and it shall be pinned securely to prevent the stone from causing lap separation.

METHOD OF MEASUREMENT

209-4.1 ADD the following to this Section:

The quantity of Crushed Aggregate Base Course to be paid for shall be the number of tons of material placed, bonded and accepted by the Resident Engineer in the completed base course. Aggregate in excess of 12" beyond the pavement edge will not be measured for payment but shall be considered incidental to this pay item.

209-4.3 DELETE the first sentence and insert the following in its place:

Measurement for payment will not be made for any crush aggregate base course in excess of 105 percent of plan quantity plus (or minus) theoretical quantities authorized by the Resident Engineer.

ADD the following Sections:

209-4.4 The quantity of geotextile fabric to be paid for shall be the number of square yards as specified, in place, completed, and accepted. The overlapped areas will not be measured for payment, but shall be included in the contract unit price. Geotextile fabric used for pipe installation shall not be measured for payment under this item.

BASIS OF PAYMENT

209-5.1 ADD the following to this Section:

Payment will not be made for aggregate in excess of 105 percent of the amount specified by the Resident Engineer nor for aggregate placed outside the design width.

The tonnage of each type of aggregate base measured as provided above shall be paid for at the contract unit price per ton for each type of aggregate base course, which price and payment shall constitute full compensation for removal and disposal of existing materials as required to install proposed materials, preparing subgrade; furnishing, hauling and placing the materials; for spreading, sprinkling (if required), compacting and rolling, for refilling test holes (when necessary); and for furnishing all labor, equipment, tools, water and incidentals necessary to complete the work. This item shall not include aggregate materials required for paving operations (form setting and/or slip form machinery).

ADD this Section:

209-5.2 The number of square yards of geotextile fabric measured as provided above shall be paid for at the contract unit price per square yard for furnishing, storing, and installing the geotextile fabric. This price shall be full compensation for all labor, materials, and equipment necessary to complete this item. Geotextile fabric used for pipe installation shall not be paid for under this item.

Payment will be made under:

ITEM AR209510 -- CRUSHED AGGREGATE BASE COURSE -- per ton.

ITEM AR209600 -- GEOTEXTILE FABRIC -- per square yard.

ITEM 401900 – REMOVE BITUMINOUS PAVEMENT

CONSTRUCTION METHODS

ADD the following paragraphs:

- 401-2.2 This item shall include the removal of existing bituminous pavements for the P.C.C. pavement installation as indicated on the Construction Plans. Change the phrase “Remove HMA Pavement” to “Remove Bituminous Pavement” in all locations in this Article.

The Contractor shall remove the existing pavement full depth as shown on the plans or as directed by the Resident Engineer. The removal shall include any PCC Concrete or Aggregate Base Course beneath the Bituminous Concrete Surface. No additional compensation will be made for removing the base and/or subbase materials. Where removal areas are adjacent to areas which are to remain in service, a full depth saw cut shall be made before breaking and removing the pavement.

It shall be the responsibility of the Contractor to determine the type and thickness of the existing pavement to be removed, and the extent to which it is reinforced. No additional compensation will be allowed because of variations from the assumed thickness or from the thickness shown on the plans, or for variations in the amount of reinforcement.

The Contractor shall dispose of the material removed to a suitable location off airport property. The Contractor is responsible for finding a suitable approved disposal area.

BASIS OF PAYMENT

Payment will be made under:

ITEM AR401900 -- REMOVE BITUMINOUS PAVEMENT -- per square yard.

ITEM 501001 - PORTLAND CEMENT CONCRETE PAVEMENT - METHOD I

501-1.1 ADD the following to this Section:

The Item AR501512 - 12" PCC Pavement for this project shall be used to construct the curved ends of the east-west portion of Taxiway P as shown on Sheets 14 and 20 of the Construction Plans. The Item AR501910 - Remove & Replace PCC Pavement shall be used to remove and reconstruct the existing PCC pavement at the locations of the proposed new in-pavement edge lights as shown on Sheet 51 of the Construction Plans. This is a Method I (under 1,500 cubic yards) project. The proposed pavements shall be constructed on an existing prepared surface in accordance with these specifications and shall conform to the lines, grades, thicknesses, and cross sections found in the Construction Plans.

501-2.5 JOINT SEALER

REWRITE this item as follows:

Type A and B joints shall include hot poured joint sealer per Item 605 of the Standard Specifications using ASTM D6690 joint sealing materials.

The joint sealing material for Type C, D, E, E-1, F, G and H joints shall be a neoprene compression seal meeting the requirements of ASTM D-2628, as manufactured by D. S. Brown Corporation or an approved equal. The sealing material shall be installed per manufacturer's instructions by mechanical methods approved by the Resident Engineer. The lubricant/adhesive for installation of the compression seal shall be a one component compound conforming to the requirements of ASTM D-2835. Where a hot poured joint sealer is specified, the materials shall meet the requirements of ASTM D6690 - Joint Sealants, hot poured for concrete and asphalt pavements on "Taxiways and Runways Only." The Contractor shall comply with these special provisions and Item 605 of the Standard Specifications for Construction of Airports.

The Contractor shall submit the following samples for approval at least two weeks prior to beginning work.

1. Joint sealant, 3 foot length for each size.
2. Lubricant/adhesive, 1 U.S. quart.
3. Two copies of certified test results demonstrating conformance to the applicable material specifications.
4. Two copies of the manufacturers recommendations for installation procedures.

The Contractor will not be allowed to begin installation until the above items are furnished in full. Failure to furnish these items can be cause for rejection of the material.

The Contractor shall store the lubricant/adhesive at a temperature between 40° F and 85° F and shall be used within 270 days of its manufacture.

Atmospheric and pavement temperatures shall be between 40° F and 85° F at the time of joint seal installation.

501-2.6 STEEL REINFORCEMENT

ADD the following to this Section:

Steel reinforcement shall be installed in the odd shape concrete panels as indicated on the Construction Plans. Reinforcing shall consist of welded wire fabric conforming to the requirements of ASTM A185.

501-2.7 DOWEL AND TIE BARS

ADD the following to this Section:

Tie Bars shall not be bent and restraightened on this project. Tie bars and dowels shall be drilled and installed into the newly poured slabs using a polyester resin based adhesive that is on the IDOT approved materials list and/or the use of threaded couplings shall occur on this project.

Both dowel bars and the tie bars shall be epoxy coated according to the requirements of AASHTO M254.

501-2.9 COVER MATERIAL FOR CURING

ADD to this Section the following:

Curing materials conforming to Section (a) shall be used on this project.

CONSTRUCTION METHODS

501-3.2 FORM SETTING

ADD to this Section:

If formed construction is utilized, the built-up forms shall be provided with adequate devices for setting so that when in placed they will withstand, without visible spring or settlement, the impact and vibration of the consolidating and finishing equipment. If, in the opinion of the Resident Engineer, the forms are inadequately braced or bedded, the Contractor shall, at his expense, cease all paving operations and provide additional bracing and/or bedding to the satisfaction of the Resident Engineer prior to commencing and/or continuing any paving operations. If built-up forms are used, the form with the greatest vertical dimension shall be placed at the bottom.

501-3.6(A) PROPORTIONS

DELETE: Entire Section.

501-3.7 FIELD TEST SPECIMENS

REWRITE this Section as follows:

"Concrete samples shall be taken in the field by the Contractor's quality control personnel to determine consistency (slump), air content, and strength of the concrete as directed by the Resident Engineer and outlined in this Special Provision. A slump test per ASTM C143 and air test per ASTM C231 shall be taken by the Contractor, under the direction and supervision of the Resident Engineer, for each test beam and at a minimum of one test per 300 cubic yards of concrete. A minimum of one random flexural strength sample or one random compressive strength sample shall be taken by the Contractor for every 300 cubic yards for acceptance testing. A sample shall consist of two (2) beam breaks for flexural strength testing and/or two (2) cylinders for compression strength testing. If cylinders are used, the Contractor shall deliver the cylinders to a testing facility as designated by the Resident and Chief Engineer. The Contractor shall be responsible for all costs incurred to accomplish this testing. At the start of paving operations and when the aggregate source, aggregate characteristics, or mix design is changed, additional samples may be required by the Chief and/or Resident Engineer until he is satisfied that the concrete mixture being manufactured complies with the strength requirements of these specifications and that the concrete allowable water-cementitious ratio is not exceeded. The additional test samples shall be taken by the Contractor for 3, 7, and 14 day testing. All samples shall be prepared in accordance with ASTM C31. The beam molds needed for the project will be supplied by the MAA. After completion of the proposed project, the Contractor shall return all beam molds to the MAA in a clean, straight, and good condition. The Contractor shall be responsible for molding, removing from the molds, curing and

placing properly cured beams according to ASTM C31 in the field trailer at the time and place specified by the Resident Engineer. The Contractor shall furnish and maintain a beam tank or tanks of adequate size and maintain its condition in accordance with ASTM C31. All samples shall be tested by the Resident Engineer in accordance with ASTM C78. Flexural strength testing under ASTM C78 will require a Rainhart Series 416 Recording Beam Tester or equivalent.

501-3.10 PLACING CONCRETE

ADD:

The Contractor shall place the concrete in a manner such that no concrete trucks will drive over the aggregate base course material in the paving lane. The Contractor shall utilize a belt loader (or other method as approved by the Engineer) to side load the concrete into the paving lane.

501-3.14 SURFACE TEXTURE

ADD:

The surface texture shall meet the requirements for Burlap Drag Finish.

501-3.15 SKID RESISTANT SURFACES

ADD to this Section:

Saw cut grooves shall be required on the runway P.C.C. and Bituminous pavements. Saw cut grooves are not required on the taxiway pavements. Saw cut grooves are not required on the PFC runway surfaces. Both P.C.C. pavements grooving and Bituminous pavement grooving shall be measured and paid for under contract Item 501540.

501-3.17 CURING

ADD:

Curing shall meet the requirements for Impervious Membrane Method except during cold weather, when the requirements of Curing in Cold Weather shall apply.

ADD the following Section:

501-3.24 AR501910 REMOVE & REPLACE PCC PAVEMENT

The Item AR501910 - Remove & Replace PCC Pavement shall include all costs for both the removal of the existing pavement/base rock (as required to install the proposed materials) and the installation of the new PCC pavement at a depth that matches the depth of the existing pavement to be replaced. The Contractor shall dispose of the materials removed at a suitable location off of the Airport property. The Contractor is responsible for finding a suitable disposal area.

The construction methods described in the AR501900-Remove PCC Pavement shall also apply to the removal portion of this AR501910-Remove & Replace PCC Pavement work item.

METHOD OF MEASUREMENT

ADD the following Section:

501-4.2 AR501910 REMOVE & REPLACE PCC PAVEMENT

The quantity of AR501910 - Remove & Replace PCC Pavement to be paid for shall be the number of square yards of pavement removed and replaced to install the proposed new edge lights as specified, in place, completed and accepted. The removal of this pavement shall not be measured for payment and/or paid for separately. All costs for the removal of the existing pavement and base rock (for the installation of the proposed lighting equipment) shall be included in the AR501910 contract unit price.

BASIS OF PAYMENT

ADD the following Section:

501-5.2 AR501910 REMOVE & REPLACE PCC PAVEMENT

The accepted quantity of AR501910 - Remove & Replace PCC Pavement will be paid for at the contract unit price per square yard which price and payment shall be full compensation for saw cutting; pavement removal; base rock removal; drilling; furnishing and placing all materials, including any dowels, steel reinforcement, joint materials, finishing and texturing and for preparing test specimens for laboratory testing.

Payment will be made under:

ITEM AR501512 -- 12" PCC PAVEMENT -- per square yard.

ITEM AR501530 -- PCC TEST BATCH -- per each.

ITEM AR501910 -- REMOVE & REPLACE PCC PAVEMENT -- per square yard.

ITEM 501900 - REMOVE PCC PAVEMENT

CONSTRUCTION METHODS

ADD the following Section:

- 501-3.2 The Contractor shall remove the existing pavement full depth as shown on the plans or as directed by the Resident Engineer. The removal shall include any Bituminous Concrete or Crushed Aggregate Base Course required to be removed that lies beneath the PCC Pavement. No additional compensation will be made for removing the base and/or subbase materials. Where removal areas are adjacent to areas which are to remain in service, a full depth saw cut shall be made before breaking and removing the pavement.

This item shall include only the areas on the ends of the east-west portion of Taxiway P where the squared pavement ends are being rounded off as shown on Sheets 14 and 20 of the Construction Plans. This item shall not include pavement removed for the installation of the proposed new in-pavement edge lights as shown on Sheet 51 of the Construction Plans.

It shall be the responsibility of the Contractor to determine the type and thickness of the existing pavement to be removed, and the extent to which it is reinforced. No additional compensation will be allowed because of variations from the assumed thickness or from the thickness shown on the plans, or for variations in the amount of reinforcement.

The Contractor shall dispose of the material removed at a suitable location off airport property. The Contractor is responsible for finding a suitable disposal area.

BASIS OF PAYMENT

Payment will be made under:

ITEM AR501900 -- REMOVE PCC PAVEMENT -- per square yard.

ITEM 605000 - JOINT SEALING FILLER

MATERIALS

605-2.1 JOINT SEALING MATERIALS

DELETE Section (c) ASTM D3405 and ADD the following:

- (c) ASTM D6690-Joint sealants, hot-poured, for concrete and asphalt pavements on taxiways and runways only. This ASTM D6690 material shall be used for hot-poured joint sealant on this project.

ITEM 620 – PAVEMENT MARKING

DESCRIPTION

620-1.1 ADD the following to this Section:

The MAA reserves and shall have the right to delete the pavement marking and / or pavement marking removal pay items from the proposed contract work. The sponsor may opt to complete this work with their own work force. Prior to ordering any materials or starting any work, the Contractor shall confirm the status of this work with the MAA. The Contractor shall not be entitled to any extra compensation for the deletion of these pay items.

This item shall also include the removal of existing pavement markings and existing tire rubber from the pavement surface as shown and detailed on the Construction Plans. The removal of the existing markings and tire rubber shall be accomplished with a high pressure/high capacity waterblasting system. The cleanup of waste materials shall be included in this item.

The proposed pavement markings shown on the Construction Plans shall be applied as approved by the Resident Engineer.

The existing Runway 10-28 pavement markings to be removed were installed in the fall of 2010 and repainted in the spring of 2011.

MATERIALS

620-2.2 PAINT

ADD:

The paint for this project shall be Waterborne.

DELETE the entire paragraphs:

2. EPOXY

CONSTRUCTION METHODS

620.3.4 LAYOUT OF MARKINGS

ADD the following to this Section:

The Contractor or painting subcontractor shall be responsible for the layout of the proposed paint markings. Paint shall not be applied until the condition of the surface has been reviewed by the Resident Engineer. If, in the opinion of the Resident Engineer, the markings applied do not conform with these special provisions or the Construction Plans the Contractor shall remove and correct the markings at his own expense.

620-3.5 APPLICATION

CHANGE the first sentence of the second paragraph to read:

The paint shall be mixed in accordance with the manufacture's instructions and applied to the pavement with a marking machine in two separate applications, each at the rate(s) shown in Table 1.

Table 1. Application Rates for Paint and Glass Beads

Paint Type	Paint Square feet per gallon, ft ² /gal	Glass Beads, Type I, Gradation A Pounds per gallon of paint, lb/gal
Permanent Waterborne Markings	115 ft ² /gal maximum	10 lb/gal minimum

DELETE the last sentence of the fourth paragraph.

ADD the following paragraphs:

A period of 24 hours shall elapse prior to the first application of paint if TT-P-1952 is used.

620-3.7 PAVEMENT MARKING REMOVAL

REVISE this Section to read as follows:

The Contractor shall remove existing markings and tire rubber as shown and detailed on the plans or as directed by the Resident Engineer using waterblasting or other methods approved by the Resident Engineer. The Contractor shall be responsible for cleaning and drying the pavement surface.

In locations where the existing pavement markings are to be removed for the installation of proposed preformed thermoplastic markings (PTM), the removal contractor shall take care to insure that at least 98% of the existing painted markings are removed so that the existing pavement is exposed across the entire area to provide an excellent surface for the proposed PTM to bond to. Any residual paint in these areas must be properly bonded and not chipping or delaminating off of the pavement surface. The pavement marking removal contractor shall continue to remove the paint until the Resident Engineer and the PTM installation contractor are satisfied with the removal. See Item AR801640-Preformed Thermoplastic Marking for additional information and removal requirements for the areas that are scheduled to receive new PTM applications.

METHOD OF MEASUREMENT

620-4.1 ADD the following to this Section:

A. Pavement Marking:

The quantity of pavement marking to be paid for shall be the square footage of the final surface area of the pavement marking installed and accepted by the Resident Engineer in accordance with these Special Provisions.

Measurements for payment shall be made for the pavement marking surface area only once. The contract unit price shall include costs for all applications of paint on the pavement marking surface area.

B. Pavement Marking And Tire Rubber Removal:

The quantity of pavement marking and tire rubber removed to be paid for shall be the number of square feet of existing markings and tire rubber removed in accordance with these Special Provisions and accepted by the Resident Engineer

Measurement for payment shall be made for the pavement marking and tire rubber surface areas removed only once.

BASIS OF PAYMENT

620-5.1 ADD the following to this Section:

Payment shall be made at the contract unit price per square foot for pavement marking and pavement marking removal. These prices shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete this item. Traffic control shall also be included in these prices. The removal of tire rubber on the pavement (from aircraft operations) shall also be included in the pavement marking removal item. Drying and cleaning of pavements shall also be included in these prices. The application of reflecting media shall also be included in these prices.

Payment will be made under:

ITEM AR620510 -- PAVEMENT MARKING -- per square foot.

ITEM AR620900 -- PAVEMENT MARKING REMOVAL -- per square foot.

ITEM 705 - PIPE UNDERDRAINS FOR AIRPORT

DESCRIPTION

705-1.1 ADD to this Section:

The perforated/non-perforated underdrain pipe on this project shall be 6" dia. or 8" dia. corrugated polyethylene (PE) tubing and IGS fittings (perforated and non-perforated) meeting the requirements of Section 705-2.12. The perforated polyethylene (PE) tubing shall be wrapped or covered with a filter fabric envelope that meets the requirements of Section 705-2.13. Prior to the installation of the underdrain, the contractor shall supply to the resident engineer certification documents that proves that the underdrain materials (including filter fabric envelope or sock) being installed meets the "Buy American" requirements of the contract documents.

The bid price per linear foot of pipe shall include fittings, pipe bedding and backfilling of the pipe trench as detailed in the Construction Plans. Porous Material No. 2 (CA-14 or CA-16) shall be supplied and installed by the Contractor. No separate measurement or payment shall be made for the Porous Material No. 2 Backfill and/or bedding. The cost of the Porous Material No. 2 Backfill shall be included in the 705 Pipe Underdrain contract unit price per lineal foot.

CONSTRUCTION METHODS

705-3.3 LAYING AND INSTALLING PIPE

(C) ALL TYPES OF PIPE

ADD to this Section:

All pipe underdrains to be placed parallel to the runway and/or taxiway shall be placed below the minimum depth as shown on the detail drawings in the Plans, except those area that are noted as "Variable Depth" on the Plans. The 705 Pipe Underdrain contract unit prices shall include the variable depth excavation required.

705-3.6 BACKFILLING

DELETE the second sentence in the first paragraph and ADD:

The material supplied and installed by the Contractor for backfill shall meet the requirements of Porous Material No. 2. The Contractor shall not substitute or allow the original materials excavated to be returned into the trench.

METHOD OF MEASUREMENT

705-4.1 ADD to this Section:

Pipe fittings, porous bedding and backfill materials as indicated on the Construction Plans installed to construct the pipe underdrains will not be measured for payment under this item or any other contract item. The costs for these items shall be included in the 705 Pipe Underdrain contract unit price for the specified type, class, and size of pipe being installed.

BASIS OF PAYMENT

ADD the following:

Payment will be made under:

ITEM AR705506 -- 6" PERFORATED UNDERDRAIN -- per lineal foot.

ITEM 751 - MANHOLES, CATCH BASINS,
INLETS AND INSPECTION HOLES

DESCRIPTION

751-1.1 ADD the following to this Item:

This item shall include the adjustment or reconstruction of existing manholes, inlets and special structures in accordance with Section 602 Catch Basin, Manhole, Inlet, Drainage Structures, and Valve Vault Construction, Adjustment and Reconstruction of the "Standard Specifications for Road and Bridge Construction" adopted January 1, 2007, including all addendum at the time of bidding. The Contractor shall be required to replace any frame and lid damaged during the adjustment with a similar frame and lid at his expense.

This item shall also include supplying and installing proposed manholes and inlets as shown on the plans, complete with castings. The cone section and/or flat slab tops for the proposed manholes shall be precasted with a frame lip notch as detailed in the Construction Plans.

MATERIALS

DELETE Sections 751-2.1 and 751-2.5 and ADD the following:

No brick construction will be allowed on this project.

Materials for manhole, inlet and special structure adjustments, reconstructions and removals shall conform to the provisions of Section 602.02-Materials of the "Standard Specification for Road and Bridge Construction," as adopted January 1, 2007, including all addendums at the time of bidding.

751-2.6 FRAMES, COVERS, AND GRATES

ADD the following to this Section:

Under Item AR751415-Inlet Special, the Contractor shall supply a Neenah R-3475 or equal frame and grate.

Under Item AR751570-Manhole-Special, the Contractor shall supply a Neenah R-3493A or approved equal frame and solid lid.

The cost of installing the above described items shall be included in the 751 Inlet and Manhole contract unit prices.

CONSTRUCTION METHODS

751-3.3 ADD to this Section as follows:

The method of construction for manhole, inlet and special structure adjustments shall conform to Section 602 - CATCH BASIN, MANHOLE, INLET, DRAINAGE STRUCTURES, AND VALVE VAULT CONSTRUCTION ADJUSTMENT AND RECONSTRUCTION of the "Standard Specifications for Road and Bridge Construction," as adopted January 1, 2007, including all addendums at the time of bidding.

DELETE Section 602.05 - BRICK MASONRY; Section 602.06 - CONCRETE MASONRY UNITS; Section 602.11 - EXCAVATION AND BACKFILLING; and Section 602.15 - BASIS OF PAYMENT.

DELETE all references to brick construction. No brick construction will be allowed. Adjustments shall be made using precast adjustment rings laid out in full mortar beds.

The method of construction for removing manholes and catch basins shall conform to Section 605 Removing or Filling Existing Manholes, Catch Basins, and Inlets of the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2007, including all addendum at the time of bidding.

METHOD OF MEASUREMENT

751-4.1 ADD to this Section as follows:

The number of manholes, inlets, manhole removals, and manhole reconstructions to be paid for shall be the number of each size and type, as classified, counted in place, and accepted by the Resident Engineer.

Separate measurements for payment shall not be made for removing and replacing existing castings, installation of porous backfill #1, excavation around and removal of manhole sections, silt sock, and any concrete adjusting rings necessary to bring manholes to the specified grade. The cost of these items shall be included in the Item 751 contract unit prices.

BASIS OF PAYMENT

751-5.1 ADD to this Section as follows:

The number of manholes, inlets, manhole removals, and manhole reconstructions shall be paid for at the contract unit price per each type, complete and in place. This price shall be full compensation for furnishing all materials and for all preparation saw cutting, existing concrete backfill removal, disposal of waste material, excavating, replacement of frame and lid (if required), soil backfilling (in turf), concrete backfilling (in pavement), porous granular backfill (under pavement), aggregate pads, silt sock, and placing of materials as may be required to complete the items as shown on the plans, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

ITEM AR751415 -- INLET-SPECIAL -- per each.

ITEM AR751570 -- MANHOLE-SPECIAL -- per each.

ITEM AR751900 -- REMOVE INLET -- per each.

ITEM AR751963 -- RELOCATE MANHOLE -- per each.

DIVISION V - TURFING

ITEM 901-SEEDING

DESCRIPTION

901-1.1 ADD to this Section as follows:

This item shall include, but not be limited to, all work necessary to seed all areas disturbed by the construction of this project. Areas disturbed which are outside the limits of seeding shall be seeded according to this Special Provision by the Contractor, but shall not be measured for payment or paid for.

MATERIALS

901-2.1 SEED

ADD to this Section as follows:

In locations where poor soil conditions exist, the Resident Engineer may require that perennial ryegrass be substituted for annual ryegrass.

The seeds shall be planted at a depth between 1/4 inch and 1/2 inch below the final ground surface. All sowing of seed shall not begin prior to April 1 and shall be completed by June 1, or shall not begin prior to August 1 and shall be completed by November 1.

The seeding operation for any area shall be completed within forty-eight (48) hours following the application of fertilizer to that area.

CONSTRUCTION METHODS

901-3.4 MAINTENANCE OF SEEDED AREAS:

ADD the following to this Section:

It will be the responsibility of the Contractor to establish a good stand of grass of uniform color and density to the satisfaction of the Resident Engineer. In areas where the seeds sown fail to grow, in the opinion of the Resident Engineer, the Contractor shall reseed the areas as required and as many times as required until the Resident Engineer is satisfied with the results. No measurements for payment or payments will be made for areas requiring reseeding.

METHOD OF MEASUREMENT

901-4.1 ADD to this Section as follows:

The areas to be seeded will consist of the areas designated on the plans. Areas disturbed due to Contractor carelessness or for the convenience of the Contractor, such as haul roads, parking areas, storage areas, soil waste areas, etc., shall be seeded but will not be measured for payment. Areas requiring more than one application of seeding shall be measured for payment only once.

BASIS OF PAYMENT

ADD to this Section as follows:

ITEM AR901510 -- SEEDING -- per acre.

ITEM 908-MULCHING

DESCRIPTION

908-1.1 ADD to this Section as follows:

This item shall include, but not be limited to, all work necessary to hydraulic mulch all areas disturbed (excluding the areas receiving an application of bonded fiber matrix) by the construction of this project. Areas disturbed which are outside the limits of seeding shall be hydraulic mulched according to this Special Provision by the Contractor, but shall not be measured for payment or paid for.

The first 10' adjacent to the proposed new pavement will receive an application of AR801638-Bonded Fiber Matrix instead of this proposed AR908513-Mulching-Method 3. For details on the bonded fiber matrix materials, see the special provisions for Item AR801638-Bonded Fiber Matrix in this document.

This item shall also include, but not be limited to, all work necessary to supply and install excelsior blanket in accordance with Section 251 Mulch of the "Standard Specifications for Road and Bridge Construction" adopted January 1, 2007, including all addendum at the time of bidding. The location of the excelsior blanket shall be determined by the Resident Engineer in the field at the time of construction. The MAA reserves and shall have the right to delete part or all of the 908520 pay item from the proposed contract work. The Contractor shall not be entitled to any extra compensation for the deletion of this pay item or quantities.

MATERIALS

ADD the following Section:

908-2.3 Excelsior Blanket Materials

Materials for excelsior blanket shall conform to the provisions of Section 251 of the "Standard Specifications for Road and Bridge Construction" adopted January 1, 2007, including all addendum at the time of bidding.

CONSTRUCTION METHODS

ADD the following Sections:

908-3.3 CARE AND REPAIR

It will be the responsibility of the Contractor to establish a good stand of grass of uniform color and density to the satisfaction of the Resident Engineer. In areas where the seeds sown fail to grow, in the opinion of the Resident Engineer, the Contractor shall re-mulch the areas as required and as many times as required until the Resident Engineer is satisfied with the results. No measurements for payment or payments will be made for areas requiring remulching. Hydraulic mulch will be required in all areas where additional applications area necessary.

908-3.4 EXCELSIOR BLANKET

The method of construction for excelsior blanket shall conform to Section 251-Mulch of the “Standard Specifications for Road and Bridge Construction” adopted January 1, 2007, including all addendum at the time of bidding..

METHOD OF MEASUREMENT

908-4.1 ADD to this Section as follows:

The areas to be hydraulic mulched will consist of the areas designated on the plans. Areas disturbed due to Contractor carelessness or for the convenience of the Contractor, such as haul roads, parking areas, storage areas, stockpile areas, etc., shall be hydraulic mulched, but will not be measured for payment. Areas requiring more than one application of mulch shall be measured for payment only once.

ADD the following Section:

908-4.2 EXCELSIOR BLANKET

The quantity of excelsior blanket to be paid for shall be the number of square yards of actual surface area covered as specified, in place, completed, and accepted by the Resident Engineer. The overlapped areas will not be measured for payment, but shall be included in the contract unit price.

BASIS OF PAYMENT

908-5.1 DELETE the entire Article and insert the following:

Payment will be made at the contract unit price per acre for MULCHING-METHOD 3. This price shall be full compensation for furnishing all materials and for placing and anchoring the materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

ADD the following Section:

908-5.2 EXCELSIOR BLANKET

The number of square yards of excelsior blanket measured as provided above shall be paid for at the contract unit price per square yard for furnishing, storing, and installing the excelsior blanket. This price shall be full compensation for all labor, materials, and equipment necessary to complete this item.

Payment will be made under:

ITEM AR908513 -- MULCHING-METHOD 3 -- per acre.

ITEM AR908520 -- EXCELSIOR BLANKET -- per square yard.

DIVISION VI - LIGHTING INSTALLATION

ITEM 108 - INSTALLATION OF UNDERGROUND CABLE FOR AIRPORTS

DESCRIPTION

108-1.1 ADD the following to this Section:

This item of work shall consist of the installation of cable at the locations shown on the plans and in accordance with these specifications.

If the Contractor wishes to lay cable on a line other than that shown on the plans, he shall obtain approval of the Resident Engineer before doing so. Any additional cable or wire needed because of such change will be at the Contractor's expense.

At locations where the existing cable to be replaced might obstruct or interfere with the efficient operation of the electrical system and in locations indicated on the Construction Plans, the existing cable shall be removed and disposed of by the Contractor. The Contractor shall install pull cords and plugs in the existing conduits where existing cables are removed and no new cable is proposed. The costs of removing and disposing of any existing cable, new pull cords, and new plugs shall be considered as incidental to the contract unit price and no additional compensation will be allowed.

When required, the Contractor shall pull out and reinstall existing cables in the existing facilities as indicated on the Construction Plans. The costs of pulling and reinstalling the existing cables and proposed cables shall be included in the 108 Underground Cable contract unit price.

In areas where there is a congestion of buried cables or where the proposed cable crosses an existing cable, the Contractor shall be required to hand dig the proposed cable into place or hand dig to remove an existing cable. In all other areas, the Contractor has the option to either trench or plow the proposed cable in unit duct into place.

Prior to excavating any area, the Contractor shall be required to megger all existing light circuit cables at the regulators in the transformer. All readings shall be submitted to the Resident Engineer.

Upon completion of the project, similar megger readings shall be made on both new and existing light circuit cables to insure that existing cable has not been damaged due to construction. All readings shall be submitted to the Resident Engineer.

The Contractor shall be required to provide a 24-hour answering service with a one hour response to enact repairs to existing lighting cable damaged due to construction as authorized by the Owner. All costs borne to repair such damaged cable shall be the responsibility of the Contractor.

In order to avoid existing underground cable, the Contractor shall connect a thumper to all existing circuits after which the cables shall be staked in all areas requiring trenching or excavation. Contractor shall also note that low voltage, FAA, cables also run underground throughout these areas.

EQUIPMENT AND MATERIALS

108-2.2 CABLE

REVISE this Section to read as follows:

Underground cable shall conform to the requirements of F.A.A. Advisory Circular 150/5345-7E (or latest edition), "Specifications for L-824 Underground Electrical Cable for Airport Lighting Circuits." Cable used for the runway and taxiway lighting circuits shall be (Tamaqua Cable Products Corporation or approved equal) No. 8, 5000 Volt, cross linked polyethylene insulation, L-824 Type C, one or two conductors, stranded, cable with PVC jacket (shielded), in unit duct. The proposed cable and unit duct shall be factory assembled and delivered to the site on reels. The unit duct shall be manufactured from yellow polyethylene complying with NEMA standard for high density, smooth wall, and coilable polyethylene electrical plastic duct Pub. No. TC7-1978. The unit duct surface shall have four integral black stripes with a separation angle of 90 degrees. Airfield series circuit cables shall be unit assembly with one inch (1") diameter unit duct. Homerun cables and cables to guidance signs shall be two of the above cables in one unit duct, 1-1/2" assembly. Field terminate homeruns in manholes or splice cans with a minimum of three each 2" diameter conduit openings.

L-824 cable shall be FAA approved and listed in the current AC 150/5345C, (or latest edition) Airport Lighting Equipment Certification Program, Appendix 3 Addendum.

It is the desire of the Owner to have interchangeable lighting cable throughout the airport, therefore the Metropolitan Airport Authority reserves the right to select and/or approve electrical cable and materials to be supplied for this project.

Cable gauge and number of conductors shall be as detailed on the plans.

CONSTRUCTION METHODS

108-3.1 GENERAL

ADD the following to this Section:

The cable quantities as shown on the Construction Plans are based on straight line measurement and do not consider any vertical distances or the required cable slack as stated in Section 108-3.3 of the "Illinois Standard Specifications for Construction of Airports", (consolidated reprint), adopted November 2, 2009 by IDOT-DOA.

All cable shall be installed direct buried or plowed as indicated on the drawings, using new and existing cable ducts under runways, roads, home runs to transformer vaults, etc.

Except for installation of cable (or cables) in unit duct, the Contractor shall not use a cable plow for installation of the cable.

Each day, prior to leaving the job site, the Contractor, in the presence of the Owner's representative, shall activate all airport lighting circuits to insure operation.

At base mounted lights and splice cans the unit duct shall be attached to the base can rigid steel conduits with fittings as indicated on the Construction Plans.

The unit duct shall be installed so that it is possible to withdraw a cable and pull in a new one. Sweeping long radius bends shall be used. Any run with a kink or short radius bend will be rejected. The cable in unit duct will be installed continuous between lights without any splices in cable or unit duct. Splices in homeruns shall be made inside an approved splice box as directed by the Resident Engineer.

Color code all phase wiring by use of colored wire insulation and/or colored tape. Where tape is used, the wire insulation shall be black. Black and red shall be used for single-phase, three wire systems and black, red and blue shall be used for three-phase systems. Neutral conductors, size No. 6 AWG or smaller, shall be identified by a continuous white or natural gray outer finish along its entire length. Neutral conductors larger than No. 6 AWG shall be identified either by a continuous white or natural gray outer finish along its entire length or by the use of white tape at its terminations and inside accessible wireways.

<u>Circuit</u>	<u>MIMIC Panel Colors</u>
Taxiway A Circuit	Blue
Taxiway B Circuit	Pink
Taxiway E-1 Circuit	Yellow
Taxiway E-2 Circuit	Orange
Taxiway F-1 Circuit	Purple
Taxiway F-2 Circuit	Lime
Taxiway H Circuit	Brown
Taxiway K-1 Circuit	Red
Taxiway K-2 Circuit	Red
Taxiway N Circuit	Green
Taxiway P Circuit	Cyan
Sign Circuit	White
RGL Circuit	Magenta
R9-27-1 Circuit	White
R9-27-2 Circuit	White
R13-31-1 Circuit	White
R13-31-2 Circuit	White
R5-23 Circuit	White

All branch circuit conductors connected to a particular phase shall be identified with the same color. The color coding shall be extended to the point of utilization.

Direction of primary cables shall be identified by color coding as follows: When facing light with back to pavement, cable to the left is coded red and cable to right is coded blue. This applies to stake mounted lights and base mounted lights where the base has only one entrance.

In control wiring the same color shall be used throughout the system for the same function, such as 10%, 30%, 100% brightness control, etc.

All power and control circuit conductors shall be copper, aluminum shall not be accepted. This includes wire, cable, busses, terminals, switch/panel components, etc.

Low voltage (600 V.) and high voltage (5000 V.) conductors shall be installed in separate wireways.

108-3.2 INSTALLATION IN DUCT OR CONDUIT

ADD the following to this Section:

The unit duct will run continuous through all ducts.

At locations, such as in an existing duct or wireway, in the existing electrical vault area, existing electrical manhole, utility tunnel, duct bank or near a proposed light location, where the existing cable to be replaced might obstruct or interfere with the efficient operation of the electrical system, it shall be removed and disposed of by the Contractor. The cost of removing and disposing of this existing cable shall be considered as incidental to the contract unit price per linear foot for underground cable installed in trench or duct, and no additional compensation will be allowed.

108-3.3 TRENCHING

ADD the following to this Section:

Where two or more cables are laid parallel in the trench, they shall be placed laterally a minimum distance of three (3) inches apart, and the trench will be widened sufficiently to accomplish this.

Any and all trenches will be backfilled to a smooth grade to the satisfaction of the Resident Engineer. The disturbed areas will be either sodded or seeded, limed and fertilized. Lime will be applied at the rate of two (2) tons per acre. Any combination of the following nutrient materials is acceptable providing the minimum requirements are met: complete fertilizer, sulphate of ammonia, ammonium nitrate, ammonium phosphate or muriate of potash.

FERTILIZER APPLICATION RATES

<u>Minimum Pounds of Available Nutrient</u>	<u>Plant Food Per Acre</u>
N	135
P ₂ O ₅	45
K ₂ O	<u>90</u>
Total	270

The sodding, seeding and fertilizing of trench areas as described will be incidental to Item 108 and no additional compensation will be allowed. The seed mixture used shall be applied at the following rate of live seeds per acre.

<u>Seeds</u>	<u>Lbs./Acre</u>
Inferno Tall Fescue or Tarheel II Fescue	60
Annual Ryegrass	20
Audubon Red Fescue	30
Rescue 911 Hard Fescue	30
Endophytic Fescue Cultivar	60

108-3.6 BARE COUNTERPOISE WIRE INSTALLATION FOR LIGHTING PROTECTION AND GROUNDING

ADD to this Section the following:

Bare copper counterpoise wire will not be required on the proposed edge light circuits.

METHOD OF MEASUREMENT

108-4.1 REVISE the first paragraph in this Section to read as follows:

The footage of cable or counterpoise wire installed or replaced in trench, duct, or conduit to be paid for shall be the number of linear foot of cable installed or replaced in trench, duct, or conduit measured in place by direct measurement, completed, ready for operation and accepted as satisfactory with no allowance being made for overrun due to required slack, turns, splices, etc. The Contractor shall take this into consideration in preparing his bid for the items concerned. Existing cables moved, replaced, and/or relocated as part of removing and replacing concrete duct banks, signs, lights, and/or splice cans shall not be measured for payment and/or paid for under this item.

Cable trenching shall not be measured for payment or paid for separately. The costs of cable trenching shall be included in the "Underground Cable in Unit Duct" contract unit prices.

BASIS OF PAYMENT

Payment will be made under:

ITEM AR108158 -- 1/C #8 5 KV UG CABLE IN UD -- per lineal foot.

ITEM AR108258 -- 2/C #8 5 KV UG CABLE IN UD -- per lineal foot.

MODIFICATIONS TO SUPPLEMENTAL SPECIFICATION
FOR ITEM 109 – INSTALLATION OF AIRPORT
TRANSFORMER VAULT AND VAULT EQUIPMENT

DESCRIPTION

109-1.1 ADD to this Section the following:

This item shall include all work necessary to completely disconnect and remove existing constant current regulators in the existing airfield vault as identified below. The removed regulators shall be turned over to the MAA. In addition, existing 15 KW Style 2 constant current regulator number thirteen (13); currently for Runway 5-23; shall be disconnected, relocated, reconnected, and relabeled as regulator number three (3) for Runway 13-31 circuit # 1. This item shall also include all work necessary to completely provide and install one new 480V input, 6.6A output, L-829 constant current regulator, Class 1, Style 1 (3 steps) and one new 480V input, 6.6A output, L-829 constant current regulator, Class 1, Style 2 (5 steps) as identified below.

EXISTING L-829 REGULATORS TO BE REMOVED			
EXISTING REGULATOR NUMBER	REGULATOR SIZE	EXISTING CIRCUIT BEING FED	STYLE
3	20KW	R13-31-1	2
7	20KW	T-P	1

EXISTING L-829 REGULATOR TO BE RELOCATED					
RELOCATE		CIRCUIT TO BE FEED		REGULATOR SIZE	STYLE
FROM LOCATION	TO LOCATION	EXISTING	PROPOSED		
13		R5-23		15	2
	3		R13-13-1		

PROPOSED NEW L-829 REGULATORS			
PROPOSED REGULATOR NUMBER	REGULATOR SIZE	EXISTING/PROPOSED CIRCUIT TO BE FED	STYLE
7	10KW	T-P	1
13	7.5KW	R5-23	2

This item shall also include all work necessary to modify the existing electrical system in the existing airfield vault as detailed in the Construction Plans, this specification and the recommendations of the equipment manufacturer to the satisfaction of the MAA and the Resident Engineer. All equipment and work necessary to completely connect and put into operation (with all existing control and monitoring systems working) the new/relocated regulators to the existing power distribution panel, light circuits, and the existing PLC control system shall be included in these items. The proposed regulators shall be installed and wired in the same fashion as the existing regulators found in the existing airfield electrical vault.

This work under this item shall include, but not be limited to, the necessary disconnecting, removing and relocating of existing regulators and cables, furnishing and installing proposed regulators, wiring, cables, conduits, fittings, grounding, cable splice kit installation, connections, replacing circuit breakers, supplying circuit blank fillers, distribution (ground) cutouts, series plug cutouts, painting of equipment and conduits, concrete, digital modules, programming, the marking and labeling of equipment, the labeling or tagging of wires, testing of the installation, and all other incidentals required for a complete and operational system.

Conduits, cables, circuit breakers, circuit blank fillers, wires, concrete, all other incidentals required to complete the vault equipment work shall be supplied and constructed in accordance with the applicable portions of Item 108, 110, 125, and 610 of the “Standard Specifications for Construction of Airport”, these Special Provisions, and the details in the plans. However, these items shall not be measured for payment or paid for separately. The cost of all work items required to complete and put into operation the vault equipment shall be included in the contract Item AR109210-“Vault Modifications” lump sum unit price.

EQUIPMENT AND MATERIALS

109-2.1 GENERAL

REVISE paragraph (a) to read as follows:

- (a) Airport lighting equipment and materials covered by FAA specifications shall have prior approval of the Federal Aviation Administration, Airport Service, Washington, D.C. 20591, and shall be listed in the latest Advisory Circular 150/5345C, (or latest edition) Airport Lighting Equipment Certification Program, Appendix 3 Addendum.

ADD the following to this Section:

The Contractor shall field inspect the existing vault equipment, prior to purchasing the proposed equipment, to ensure the new equipment is compatible with the existing equipment. Any noncompatible components furnished by the Contractor shall be replaced by him at no additional cost with a similar unit (approved by the Engineer) that is compatible with the remainder of the Airport Vault System.

The Contractor shall ascertain that all system components furnished are compatible in all respects with each other and with the existing vault system. Any noncompatible components furnished by the Contractor shall be replaced by him at no additional cost to the Owner with a similar unit that is compatible with the existing system.

The proposed new regulators shall be “Thyristor Based” type regulators with multi-output tapping capability (minimum increments of 20%). The new regulators shall be compatible and able to operate efficiently with LED signs / LED lights on the same circuit with incandescent signs / incandescent lights. The new regulators shall also be compatible and able to operate efficiently with an all-LED sign / light circuit.

109-2.21 FAA APPROVED EQUIPMENT

REVISE the fourth advisory circular reference to change “L-828” to read “L-828 and L-829.”

ADD the following to this Section:

This item includes furnishing and installing L-829 regulators with 480 V primary and 6.6A secondary power as detailed in Section 109-1.1 above. New regulators shall match the existing regulators with the exception of the new regulators shall be “Thyristor-Based” type with multi-output tapping capability (minimum increments of 20%). New regulators to be complete with regulator and circuit monitoring functions. All monitored functions to be available in dry contact output for remote alarm/monitoring system inputs. The manufacturer of the proposed new regulators shall provide integration drawings detailing the method of connection between the proposed new regulators and the existing PLC system as required for a complete and operational system.

It is the desire of the Owner to have interchangeable vault equipment at the airport, therefore the MAA reserves the right to select and/or approve vault equipment and materials to be supplied for this project.

The L-829 units shall be air-cooled constant current regulators with monitoring design to supply three precision output current levels for the taxiway medium intensity systems and/or five precision output current levels for the runway medium or high intensity systems (maximum of 6.6 amps). The regulators shall have a power rating as detailed on the plans and in Section 109-1.1 above, and be suitable for operation at 480 V, single phase input.

A monitoring module inside each L-829 regulator shall detect the status of the regulator and the series circuit that it powers. If a fault condition is detected by the monitor module, a fault indicating LED on the front panel of the monitor module shall indicate which type of fault has occurred, and an alarm signal shall be generated. Fault conditions detected by the monitor module shall include the following:

1. Loss of input power.
2. Regulator shutdown of either open-circuit or overcurrent protective circuits.
3. A volt-ampere drop of 5% or more to the series circuit.
4. Failure of the regulator to deliver an output current corresponding to the brightness step selected.
5. The presence of 1 to 15 burned-out incandescent / LED lamps (used in L-850, L-842, L-861 and L-862 fixtures) in any series circuit if all the series transformers have the same wattage and are supplied by the same manufacturer.

For three-step regulator, brightness settings shall be 4.8, 5.5 and 6.6 amps; for five step regulators, brightness settings shall be 2.8, 3.4, 4.1, 5.2 and 6.6 amps.

Furnish current monitoring in the regulators for series circuit current output. Current monitor shall provide dry contact for each current step; 5 contact closures for 5 step regulator and 3 contact closures for 3 step regulator. The contractor will be required to rewire the factory furnished regulators to match the existing regulators in the vault. All costs to rewire the proposed regulators shall be included in the lump sum unit price for Item "AR109210-Vault Modifications."

The regulators solid state control and monitoring logic shall be contained in easy to service plug-in modules installed in the front panel. The L-829 regulators shall be operated locally using the front panel rotary switch or by a 24V ac remote control system connected to a PLC unit with a (minimum 10,000 feet round-trip) fiber optic control cable connected to a remote L-821 control system. The Contractor and regulator manufacturer shall inspect the existing PLC / L-821 system to insure that the new equipment being supplied through this project will operate correctly with the existing control and monitoring system at the airport.

Currently, it is anticipated that a future project will occur to up-grade the existing PLC / L-821 control system (between the electrical vault and the ATCT) to a L-890 Airport Lighting Control and Monitoring System (ALCMS). The Contractor shall make every attempt that is possible to furnish and install regulators that are compatible with both the existing PLC / L-821 control system and a future L-890 ALCMS unit.

Protective circuits shall automatically shut down the regulators when an overcurrent or open-circuit occurs in the series lighting circuit. If an input power loss occurs, operation shall automatically resume at the same brightness level within 5 seconds after restoration of input power. Input and output lightning protection and output current surge protection shall be provided on all units.

The regulators shall have the following technical features and characteristics:

1. Built-in monitor's operation shall not be influenced by the resistance of lamp filaments or cable (with a steady dielectric strength). Operation shall be fully independent of temperature and filament life.
2. Monitor shall be designed to monitor all aviation incandescent / LED lights mandated by FAA; these include inset light fixtures (L-850's and L-852's) and elevated light fixtures (L-861's and L-862's).
3. Monitor shall operate on top three brightness steps of the regulator.
4. The L-829 regulator's monitor shall be calibrated for a single load. Any changes in the load shall require a recalibration of the monitor.
5. Two user-set lamp failure detection levels shall be provided on the monitor module, allowing for a pre-alarm (normal mode) and a final alarm (degraded mode) lamp failure indication. The normal mode alarm shall be designed to indicate when an initial number of lamp failures have occurred, while the degraded mode alarm shall be activated when the number of lamp failures reaches a level which requires immediate action by maintenance personnel.
6. Built-in true RMS-reading ammeter.
7. Output current level shall be held constant to within ± 0.1 ampere at any intensity step.
8. Maximum Power Factor: 90% for 7.5 and 10 KW regulators; 95% for 15, 20 and 30 KW regulators.
9. Minimum Efficiency: 90% for all regulators.
10. On-off switching under any load.

11. Output current surge limitation on all regulators to provide protection to lamps.
12. Regulator shall be equipped with internal control power, 120VAC and also be suitable for operation from an external 24VDC control power sources. Control shall be from either source but not both simultaneously.
13. Overcurrent protection.
14. Open-circuit protection.
15. Output lightning and transient protection.
16. Input lightning protection.
17. If an input power loss occurs, operation shall resume within 5 seconds after restoration of input power.
18. Pressure-type terminal blocks for connection of external remote control wiring.
19. Environmental Operating Conditions:
 - Temperature (CCR): -40°C to +55°C
(-40°F to +131°F)
 - Temperature (Monitor): 0°C to +55°C
(+32°F to 131°F)
 - Relative Humidity: 10 to 100%
 - Altitude: 0 to 6,600 feet (2,000 m)
20. Remote control and monitoring system that will function correctly with either the existing PLC / L-821 control system and/or a future L-890 ALCMS unit.

Provide on series plug cutout for each regulator suitable to receive the #8 AWG, 5 KV homerun cables. Series plug cutouts shall be Crouse-Hinds Type S1, or equal, and be rated at 5 KV, 20A.

Provide one enclosed porcelain distribution (grounding) cutout for each regulator/airfield lighting circuit. The distribution (grounding) cutout shall be wall mounted utilizing angle brackets. Cutout shall be rated 5.2 KV, 100 amp, 6 KV BIL and shall be McGraw Edison Type FE 1A7, or approved equal. Provide one cutout for each regulator complete with fuses. These shall be utilized for series circuit grounding switches.

109-2.23 WIRE

REVISE paragraph (a) "Control Circuits" first sentence to read:

Wire size shall not be less than #12AWG, unless otherwise detailed on the plans, and shall be insulated for 600 volts.

DELETE paragraph (b) 2 and (b) 3.

ADD paragraph (b) 2.

5,000 volts maximum-Wire shall be #8 AWG or larger, and conform to FAA L-824 Type C specifications and ICEA S-96-659. Insulation shall be cross linked polyethylene with overall outer jacket of polyvinyl chloride (PVC). All cable shall utilize stranded, bar copper conductor.

ADD paragraph (c).

(b) Multi-Conductor Control Cables

1. General Use – Multi-conductor control cables shall be rated 75° C., 600 V and have 20-mil polyethylene conductor insulation with a 10-mil PVC insulation cover. The entire cable assembly shall be encased in a PVC jacket. Conductor size shall be #16 AWG. The number of conductors per cable shall be as indicated on the plans. Cable shall be Triangle PWC, Inc., Type PE/PVC 2010, Rome Cable Corp., Type CT-B, or equal.
2. Tray Cable – Multi-conductor control cable suitable for use in cable tray shall conform to Articles 310 and 340 of the NEC. Cable shall be rated 90° C., 600 volt and be of conductor size and quantity as listed on the plans. Individual conductor shall have insulation Type XHHW or THWN/THHN/VE-1. Cable shall be UL listed by Type TC, and be Triangle PWC NA-Power and Control Tray Cable Type TC, Brand Rex Type XL-TC, or equal. Color coding of individual conductors shall be according to ICEA method K2 with no white or green insulated conductors; or other approved color coding method.

CONSTRUCTION METHODS

109-3.1 GENERAL

ADD the following to this Section:

The Contractor shall take such action as necessary to prevent damage to or destruction of existing vault equipment. The Contractor shall be liable for such damage or destruction and shall promptly repair damage to original condition or better, at no cost to the Owner.

109-3.16(b) ADD the following to this Section:

The Contractor shall supply and install new regulator name plates on regulators that are new or have been changed in the existing electrical vault. New name plates shall match the type and style of the existing name plates. Information on the new name plates shall match information on the existing name plates. Exact wording on the name plates to be determined by the MAA in the field at the time of construction.

109-3.17 TESTING

ADD:

The installation shall be tested in operation as a completed unit prior to acceptance. Tests shall include resistance, voltage and current readings, as required by the MAA and/or the Resident Engineer. Testing equipment shall be furnished by the Contractor. Tests shall be conducted as directed by the MAA / Resident Engineer and shall be to their satisfaction. The Contractor shall be responsible for all equipment and conduit in place which will be connected to the new equipment, and any equipment or materials found to be defective or damaged shall be replaced by the Contractor at his own expense.

METHOD OF MEASUREMENT

DELETE Sections 109-4.1; 109-4.2; and 109-4.3.

ADD the following Sections:

109-4.4 The quantity of the new regulators to be paid for under this item shall be the number, counted in placed, of each type, style, and size installed as completed, tested, operational, and accepted by the Resident Engineer.

109-4.5 The quantity of “Vault Modifications” to be paid for under this item shall be measured per lump sum for furnishing all materials and equipment (excluding regulators) required for this construction, including, but not limited to, PLC digital module, programming, power converters, control system power convertors, cutouts, circuit breakers, circuit blank fillers, wiring, cables, conduits, fittings, grounding, cable splice kits, connections, painting, marking, labeling, tagging, testing, sealants, concrete, reinforcing bars, and all other necessary items installed in place, operational and accepted by the MAA/Resident Engineer as a complete installation. Separate measurements for payments for the individual items required to complete the vault modifications shall not be made.

BASIS OF PAYMENT

DELETE Section 109.5.1

ADD the following:

109-5.2 Payment will be made at the contract unit price per each size, type, and style of regulator complete, operational, accepted by the Resident Engineer and installed in place. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, integration drawings, and incidentals necessary to complete these items.

109-5.3 The quantity of “Vault Modifications” to be paid for under this item shall be measured per lump sum for furnishing all materials and equipment required for this construction including, but not limited to, wiring, cables, conduits, concrete, cutouts, circuit breakers, blank fillers, fittings, grounding, cable splice kits, connections, PLC digital module, programming, power converters, control system power convertors, painting, marking, labeling, tagging, testing, sealants, and all other necessary items installed in place, operational and accepted as a complete and operating installation.

Payments will be made under:

ITEM AR109210 -- VAULT MODIFICATIONS -- per lump sum.

ITEM AR109312 -- 7.5 KW REGULATOR, STYLE 2 -- per each.

ITEM AR109321 -- 10 KW REGULATOR, STYLE 1 -- per each.

ITEM 110 - INSTALLATION OF AIRPORT
UNDERGROUND ELECTRICAL DUCT

DESCRIPTION

110-1.1 ADD the following to this Section:

This item of work shall include, but not be limited to, all work necessary to install directional bore conduit, direct bury conduit, conduit in concrete trench, concrete encased duct (1-way, 2-way, 4-way, and 6-way) and remove ducts as detailed in the Construction Plans and in accordance with the standard specifications and these Special Provisions. All materials for these items shall be in accordance with FAA Standard Specification Item 110 "EQUIPMENT AND MATERIALS".

In locations where existing active cables are to be encased in duct banks or where existing active cables are present in existing duct banks to be removed and replaced, the contractor shall use split duct in the proposed duct bank. Cost of split duct to be included in the unit price for the Duct Bank.

In locations where existing active cables are too high in elevation and ducts are proposed, the Contractor shall lower the existing active cable as required to install the proposed duct with the proper cover. Contractor shall include the cost to lower the existing cables in the duct contract unit price.

All waste materials resulting from the removal of the existing ducts and duct banks shall be disposed of by the Contractor at an approved location off of Airport property.

Existing in-turf concrete cable markers damaged by the Contractor during construction, shall be replaced by the Contractor at his expense. New in-turf concrete cable markers are not required for this project. New in-pavement brass duct markers are required for this project. The costs for the brass duct markers shall be included in the 401 and/or 501 PAVEMENT contract unit prices.

CONSTRUCTION METHODS

110-3.1 GENERAL

ADD to this Section the following:

All electrical ducts and conduits shall be installed as indicated on the plans. All excavation and bituminous pavement removal required to install new duct and conduit shall be incidental to the cost of the duct. Spacers for separation of individual ducts meeting the approval of the Resident Engineer shall be required and installed in place prior to pouring concrete. The installation of pull cords, plugs, reinforcement bars, duct markers, concrete backfill, and concrete encasement, as shown on the plans, shall be included in the 110 contract unit prices.

110-3.3 DUCT WITHOUT CONCRETE ENCASEMENT

ADD the following to this Item:

All rigid steel duct, jacked under pavement shall be installed to a minimum depth of 36 inches below the proposed finished grade at the locations shown on the Construction Plans.

110-3.4 DUCT MARKERS

ADD the following to this Section:

All existing ducts within the limits of this project under existing asphalt surfaces shall be marked with a 3" diameter brass marker located 2' in from the edge of pavement, of a type approved by the Resident Engineer. The brass markers shall be pre-stamped or chiseled on the job with the words "Electrical Duct * - way" on the cap. (* = 1, 2, or 4 as appropriate for duct bank). Existing ducts within the limits of this project under existing concrete surfaces shall be marked with a "D" chiseled into the existing concrete two feet in from each edge of pavement directly over the duct. New or existing ducts located under new asphalt or concrete pavements shall be marked with a 3" diameter brass marker located 2' in from the edge of pavement, of a type approved by the Resident Engineer, marked on the cap as indicated above. The costs for duct markers shall be included in the 401 and/or 501 Pavement contract unit prices.

BASIS FOR PAYMENT

Payment will be made under:

ITEM AR110212 -- 2" STEEL DUCT, DIRECT BURY -- per lineal foot.

ITEM 125 - INSTALLATION OF AIRPORT LIGHTING SYSTEMS

DESCRIPTION

125-1.1 ADD to this Section the following:

This item shall consist of base mounted MITL units, taxiway guidance signs, splice cans, removals, adjustments, relocations, refurbishing, replacements, and supplying taxi guidance sign panels as indicated on and at the locations shown on the Construction Plans in accordance with these special provisions. This item shall also include the removal of the existing REILs, PAPIs, and localizer systems on Runway 10-28. The testing of the installed, relocated, refurbished items and all other incidentals necessary to place and/or replace the lighting, back into operation complete to the satisfaction of the Resident Engineer shall also be included in this item.

The existing equipment and materials scheduled to be removed, refurbished, and/or relocated shall be removed by the Contractor with care so that all materials considered suitable for future use by the Resident Engineer may be salvaged. Equipment and materials having salvage value shall be removed without damage and those having no salvage value shall be removed and disposed of by the Contractor in a suitable location off of airport property. The Contractor shall clean the salvageable materials and equipment to the satisfaction of the Resident Engineer. Any components damaged by the Contractor during removal, refurbishing, and/or relocation shall be replaced or repaired by him at no additional cost with a similar unit (approved by the Resident Engineer) that is compatible with the remainder of the system. All salvageable equipment and materials removed and not reused shall remain the property of and be delivered to the Metropolitan Airport Authority. The Contractor shall deliver the salvaged items to a location designated by the Airport Maintenance Manager. All excavating required to remove existing equipment and materials shall be backfilled with compacted sand.

The Contractor shall field inspect the existing runway/taxiway lighting system and guidance signs, prior to purchasing the proposed equipment and cables, to ensure the new equipment and cables are compatible to the existing system. Any noncompatible components furnished by the Contractor shall be replaced by him at no additional costs with a similar unit (approved by the Resident Engineer) that is compatible with the remainder of the system.

All new equipment supplied by the Contractor shall appear on the latest version of the approved Equipment List found in AC 150/5345-53C (Airport Lighting Equipment Certification Program).

EQUIPMENT AND MATERIALS

125-2.1 GENERAL

ADD the following to this Section:

- (d) The existing L-862 high intensity runway edge/threshold lights on Runway 9-27 and Runway 13-31 are supplied with quartz light fixtures. All new lights shall have an overall height of 20 inches.

Light fixtures:

A. Runway Edge Lights:

- Existing R9-27 and Existing R13-31 = L-862 / 120 watt, quartz.
- Existing R10-28 = L-861 / 42 watt, LED with heaters.
- Existing R5-23 = L-861 / 30 watt, Incandescent.

B. Runway Threshold Lights:

- Existing R9-27 and Existing R13-31 = L-862E / 200 watt, quartz.
- Existing 10-28 = L-861E / 33 watt, LED with heaters.
- Existing R5-23 = L-861E / 45 watt, Incandescent.

- C. Existing Taxiway edge lights = L-861T / 30 watt, Incandescent or L861T / 25 watt, LED with heaters.

- D. Proposed Taxiway edge lights = L-861T / 12 watt LED with 13 watt heater = 25 watt.

Isolation transformers:

A. Runway Edge Lights:

- Existing R9-27 and Existing R13-31 = L-830-4, 100 watt.
- Existing R5-23 and Existing R10-28 = L-830-1, 30/45 watt.

B. Runway Threshold Lights:

- Existing R9-27 and Existing R13-31 = L-830-6, 200 watt.
- Existing R5-23 and Existing R10-28 = L-830-1, 30/45 watt.

- C. Existing Incandescent and proposed LED Taxiway edge lights = L-830-1, 30/45 watt, 6.6/6.6 AMP.

- (e) Guidance and distance remaining signs:
 - A. Proposed new = LED.
 - B. Existing to be relocated or refurbished - LED or Incandescent.
- (f) If replacement electrical or sign frame parts are required during the relocation or refurbishing of the existing signs, the Contractor shall furnish and install only original equipment manufactured (O.E.M.) parts per FAA AC 150/5345-44J (or latest edition).
- (g) It is the desire of the Owner to have uniform appearance and composition between the lighting equipment throughout the airport where possible. All existing airfield guidance signs are AGM D-Lux Herculens brand rounded signs or curved Lumacurve brand signs. All lighting equipment shall be ETL certified.

ADD the following paragraphs to this Section:

125-2.14 ANTI-SEIZE COMPOUND

Prior to reinstalling the existing light fixtures, the Contractor will apply an oxide inhibiting, anti-seizing compound to all screws, nuts, breakable coupling and all places where metal comes into contact with metal. The anti-seize compound will be as manufactured by I.T.T. brand "Contax" or an approved equal.

125-2.15 STAINLESS STEEL BOLTS

All base plate and stake mounting bolts shall be stainless steel. The Contractor shall supply and install new stainless steel bolts, washers, and nuts as required.

125-2.16 SIGNS

Signs shall be double faced; Type L-858Y, L-858R, L-858L, or L-858B as indicated on the Construction Plans; and in accordance with the requirements of the latest revisions of FAA Advisory Circular 150/5345-44, Specifications for Taxiway and Runway Signs, FAA Advisory Circular 150/5340-18, Standards for Airport Sign Systems, and FAA Engineering Brief No. 67 "Light Sources Other Than Incandescent And Xenon For Airport Lighting And Obstruction Lighting Fixtures." The signs shall be ETL certified.

The proposed new signs shall have the same appearance and style as the existing airfield signs as determined by the Resident Engineer. All existing airfield guidance signs are AGM D-Lux Herculens brand rounded signs or curved Lumacurve brand signs. The contractor shall not interchange the electrical lighting components between different brands of signs.

Each sign shall be supplied with new sign panels as indicated in the Construction Plans. New sign panels shall be supplied and installed on all signs scheduled to be replaced. The Contractor may reuse existing sign panels as indicated on the Construction Plans, if the panels are in acceptable condition, as determined by the Resident Engineer.

Signs shall be compatible in all respects with each other and with signs currently in place at the airport. The lighting systems in the new signs shall be LED technology with all illumination to be provided by LED sources. The new LED fixtures shall operate on any type (including Thyristor Base) of constant current regulator. The new LED fixtures shall operate on the same circuit with incandescent and / or halogen fixtures. Each sign installation shall include a sign splice can with it. The cost of the sign splice can shall be included in the sign contract unit price.

Each sign shall contain a electrical system that converts the existing supplied primary multiple-step constant current to a constant voltage secondary power for the sign. The output voltage of the electrical system shall remain constant regardless of the input current and/or step that the input current is on. The illuminated signs shall present the same constant brightness regardless of the input current or step that the input current is on. As determined by the Resident Engineer, if the Contractor installs a sign lighting system that does not meet this condition, the Contractor shall replace the sign lighting system at no additional costs with a similar lighting system that meets this requirement.

CONSTRUCTION METHODS

125-3.1 GENERAL

ADD the following to this Section:

Upon completion of the signage work, all frames, legend panels, and associated parts shall be sealed watertight with a durable silicone caulking compound approved by the Resident Engineer.

ADD the following Sections:

125-3.4 IDENTIFICATION NUMBERS

Per instructions from the MAA, identification numbers will not be required on this project.

125-3.5 ITEM AR125415 MITL, BASE MOUNTED

This item shall include all work necessary to furnish and install new base mount L-861T MITL units (in-pavement or in-turf) at the proposed locations as indicated on and detailed in the Construction Plans. These lights shall be LED technology. These LED light units shall be equipped with LED lamps, glass globes and thermostatically-controlled arctic kits which are totally separate from the glass globes. The new LED fixtures shall operate on any type (including Thyristor Base) of constant current regulator. The new LED fixtures shall operate on the same circuit with incandescent and / or halogen fixtures.

The L-861T LED fixtures shall conform to the requirements of the latest revision of FAA AC 150/5345-46D (or latest edition) "Specifications for Runway and Taxiway Light Fixtures" and FAA Engineering Brief No. 67 "Light Sources Other Than Incandescent and Xenon For Airport Lighting And Obstruction Lighting Fixtures." The L-861T LED fixtures shall be ETL certified.

125-3.6 ITEMS AR125442 TAXI GUIDANCE SIGN, 2 CHARACTER AND AR125445 TAXI GUIDANCE SIGN, 5 CHARACTER

These items shall include all work necessary to furnish and install new taxiway guidance signs as detailed in the Construction Plans. The lighting systems in the new signs shall be LED technology and all lamps shall be LED units. Proposed sign bases for proposed signs being installed adjacent to another existing or proposed signs shall be continuous with the base of the adjacent sign. Separate payments for individual items required to construct the sign shall not be counted or paid for. The cost to furnish and install all items shown on the sign detail that is found in the Construction Plans (including splice cans) shall be included in the contract unit price.

Each sign location will be counted for payment only once (even if more than one sign system is required at the location to construct the proposed sign legend array). For payment purposes, the single payment for each proposed sign location shall include the costs for all signs required to create the sign array indicated in the Construction Plans.

125-3.7 ITEM AR125565 SPLICE CAN

This item of work shall consist of furnishing and installing electrical splice or transformer cans with lids complete, in accordance with this specification and as detailed on the Construction Plans. The concrete backfill around the can shall conform to Item 610 Structural Concrete, but will not be measured for payment or paid for separately. A solid metal lid shall be provided (L-867, size B, 12" steel cover). Splice cans installed or relocated as part of installing or relocating taxiway guidance signs shall not be counted for payment under this item, but shall be included in the unit price costs for sign installation or relocation.

125-3.8 ITEMS AR125902 REMOVE BASE MOUNTED LIGHT AND AR125903 REMOVE INPAVEMENT LIGHT

These items shall include all work necessary to remove existing base mounted lights and in pavement lights as detailed in the Construction Plans. The work to be included in these items includes, but is not limited to, disconnecting existing cables, transformers, and lights, removing existing lights, excavating light base and splice cans; disconnecting unit duct and steel duct, removing light base, splice can, steel duct, and shallow inset base, backfilling excavation in turf with compacted sand, backfilling void in pavement with concrete epoxy filler (heavy duty load rated), seeding turf area, transporting light equipment, disposal of waste materials, and all other incidentals necessary to remove the existing lighting equipment and return the remaining lighting systems back into operation, completed to the satisfaction of the Resident Engineer.

The Contractor shall deliver the salvaged items to a location designated by the airport maintenance manager.

125-3.9 ITEM AR125904 REMOVE TAXI GUIDANCE SIGN AND AR125905 REMOVE RWY DISTANCE REMAIN SIGN

The existing Runway 13-31 Lumacurve standard distance remaining signs shall be removed and the existing Runway 10-28 AGM, LED distance remaining signs shall be relocated from R10-28 to R13-31 during this project. The Contractor may reuse the existing Runway 13-31 PCC concrete pads and L-867 transformer cans. The Contractor shall cut off the existing anchor bolts and drill-in / epoxy-in new anchor bolts into the concrete pads as required to relocate the signs. The Contractor shall not reuse any of the Lumacurve sign components in the AGM signs. The Contractor shall not mix the lighting components between the different brand of signs.

These items shall include all work necessary to remove existing taxi guidance/runway distance remaining signs as detailed in the Construction Plans. The work to be included in these items includes, but is not limited to, disconnecting existing cables, transformers, and signs, removing existing signs, covers, and mounting plates, excavating transformer can and light base; disconnecting unit duct, removing transformer can and sign base, removing and disposal of concrete pad not being reused, backfilling excavation with compacted sand, seed area, transporting transformer can and sign equipment, disposal of waste materials, and all other incidentals necessary to remove the existing sign equipment and return the remaining lighting system back into operation, completed to the satisfaction of the Resident Engineer.

The Contractor shall deliver the salvaged items to a location designated by the airport maintenance manager.

125-3.10 ITEMS AR125907 REMOVE REILS AND AR125908 REMOVE PAPI

These items shall include all work necessary to remove the existing Runway 10-28 REILs and PAPI as detailed in the Construction Plans. Each set of REILs (Runway 10 and Runway 28) shall be counted as one (1) pair. Each PAPI installation (8 each) shall be counted as one (1) unit. The removal contract unit price shall include costs to remove the splice can servicing the electrical equipment. The work to be included in these items includes, but is not limited to, disconnecting existing cable, transforms, and REILs/PAPIs, removing existing REILs/PAPIs, excavating PCC foundations and splice cans, disconnecting unit duct and steel duct, removing PCC foundations, splice cans, unit duct, and steel duct, backfilling excavations with compacted sand, seeding, transporting REILs and PAPI equipment, disposal of waste material and PCC foundations, and all other incidentals necessary to remove the existing REIL/PAPI equipment and return the remaining lighting system back into operation, complete to the satisfaction of the Resident Engineer.

The Contractor shall deliver the salvaged items to a location designed by the airport maintenance manager.

125-3.11 ITEM AR125962 RELOCATE BASE MOUNTED LIGHT

This item shall include all work items that are necessary to remove and reinstall existing base mounted edge lights as detailed in the Construction Plans. The work to be included in this item includes, but is not limited to, disconnecting light fixtures, excavating base can, disconnecting unit duct, removing base can, transporting base can, relocating short sections of existing edge light cable in unit duct, backfilling excavation with compacted sand, excavating new can location, installation and compaction of sand leveling cushion, reconnecting unit duct, concrete backfill, backfilling with compacted sand, reinstalling equipment, testing, supplying and replacing damaged equipment, and all other incidentals necessary to relocate the existing equipment and return the system back into operation, completed to the satisfaction of the Resident Engineer. Separate payments for these items shall not be made.

The cost to complete these items shall be included in the contract unit prices. The Contractor shall replace any item damaged during the relocation of the edge lights with a similar unit (approved by the Resident Engineer). The Contractor shall ascertain that the equipment and cables furnished by him are compatible in all respects with the existing equipment and cables. Any noncompatible components shall be replaced by the Contractor at no additional costs with a similar compatible unit.

125-3.12 ITEMS AR125964 RELOCATE TAXI GUIDANCE SIGN AND AR125965
RELOCATE RWY DISTANCE REMAIN SIGN

The Contractor may reuse the existing PCC concrete sign pads and L-867 transformer cans. The Contractor shall cut off the existing anchor bolts and drill-in / epoxy-in new anchor bolts into the concrete pads as required to relocate the signs. The Contractor shall not mix the electrical and sign frame components between different types (standard versus LED) or different brands (Lumacurve versus AGM) of signs.

These items shall include all work items that are necessary to remove and reinstall existing taxi guidance / runway distance remaining signs as detailed in the Construction Plans. The work to be included in this item includes, but is not limited to, disconnecting existing cables, transformers, and signs; removing existing signs, covers, and mounting plates; excavating transformer can and light base; disconnecting unit duct; removing transformer can and sign base; removing and disposal of concrete pads not being reused; backfilling excavation with compacted sand; seed area; transporting transformer can and sign base; connect new unit duct; new grounding rods; concrete backfill; backfilling with compacted sand; reinstall equipment; drill tie-bars into relocated sign base; pour new concrete pads; testing; supplying and replacing damaged equipment; resealing relocated signs; and all other incidentals necessary to relocate the existing equipment and return the system back into operation, completed to the satisfaction of the Resident Engineer and the MAA. Separate payment for these items shall not be made.

The costs to complete the above items shall be included in the contract unit price. The Contractor shall replace any item damaged during the sign with a similar unit (approved by the Resident Engineer). The Contractor shall ascertain that the equipment and cables furnished by him are compatible in all respects with the existing equipment and cables. Any noncompatible components shall be replaced by the Contractor at no additional costs with a similar compatible unit.

Separate payments shall not be made for the different sizes of signs. Relocation of existing 1, 2, 3 and/or 4 module signs shall be paid for at the same single contract unit price.

The Contractor may reuse the existing equipment as much as possible without mixing electrical or sign frame components from different types and brand of signs. That is, when relocating LED signs, only LED electrical and sign frame components may be reused also, when relocating a Lumacurve sign, only Lumacurve electrical and sign frame components may be reused. The Contractor shall furnish and install items which can not be reused. The contractor shall furnish and install new sign panels for the relocated signs as indicated in the Construction Plans. Relocated panels do not have to be same brand as the sign being relocated. Relocated signs shall be resealed watertight with a durable silicone caulking compound approved by the Resident Engineer.

Each sign location will be counted for payment only once (even if more than on sign system is required at the location to construct the proposed sign legend array). For payment purposes, the single payment for each proposed sign location shall include the costs for all signs required to create the sign array indicated in the Construction Plans.

125-3.13 ITEMS AR125982 REFURBISH BASE MOUNTED LIGHT

This item shall include all work that is necessary to refurbish (convert) existing base mounted edge light units into splice cans as detailed in the Construction Plans and this special provision. The work to be included in this item includes, but is not limited to, disconnecting and removing existing light fixtures and transformers, excavating, disconnecting cables and unit duct, reconnecting cables and unit ducts, supplying and installing new lid, backfilling with compacted sand and top soil, testing and supplying and replacing damaged equipment, and other incidentals necessary to refurbish (convert) the existing light units into a splice cans and return the system back into operation, complete to the satisfaction of the Resident Engineer. Separate payments for these items shall not be made. The cost to complete these items shall be included in the contract unit price. The Contractor shall replace any item damaged during the refurbishing of the edge lights/splice cans with a similar unit (approved by the Resident Engineer). The Contractor shall ascertain that the equipment and cables furnished by him are compatible in all respects with the existing equipment and cables. Any noncompatible components shall be replaced by the Contractor at no additional costs with a similar compatible unit.

125-3.14 ITEM AR125984 REFURBISH TAXI GUIDANCE SIGN

This item shall include all work that is necessary to refurbish (convert) an existing three (3) module standard Lumacurve sign into a proposed four (4) module standard Lumacurve sign using spare Lumacurve sign parts from existing Lumacurve signs being removed and/or Lumacurve sign parts supplied by the MAA. The Contractor shall include the costs of supplying and installing two (2) new sign panels in the AR125984 contract unit price as detailed in the Construction Plans. During this work, the Contractor shall not interchange the electrical or sign frame components between different brands of signs. The work to be included in this item includes, but is not limited to, disconnecting existing cables and wires, disassemble existing sign, excavating for extension of existing concrete pad, pad base rock, drilling and installing expansion anchors, PCC pad extension, backfilling with compacted sand, installing sign parts supplied by MAA, rewiring sign, supplying/installing new transformer as required, reassemble sign, relocating existing sign panels, furnish and install two (2) new sign panels, seed area, transporting sign parts, testing, replacing damaged equipment and all other incidentals necessary to refurbish (convert) the existing sign and return the system back into operation, completed to the satisfaction of the Resident Engineer and the MAA. Separate payment for these items shall not be made.

The costs to complete the above items shall be included in the contract unit price. The Contractor shall replace any item damaged during the refurbishing of the sign with a similar unit (approved by the Resident Engineer). The Contractor shall ascertain that the equipment and cables furnished by him are compatible in all respects with the existing equipment and cables. Any noncompatible components shall be replaced by the Contractor at no additional costs with a similar compatible unit.

125-3.15 ITEM AR127901 REMOVE LOCALIZER

This item shall include all work necessary to de-energize and remove the existing Runway 10 localizer as detailed in the Construction Plans. The Contractor shall complete all coordination with MidAmerican Energy Company (MEC) to disconnect the power to the localizer. The Contractor shall be responsible for complying with all MEC specifications and requirements. The existing localizer antenna array and foundations are to be removed and put in storage. The existing localizer shelter is to be disconnected and remain in place. Existing service roads and aggregate parking areas / work pads shall remain in-place. The work to be included in this item includes, but is not limited to, disconnecting existing cables and equipment, terminating existing cables, disassembling existing equipment, excavating, removing existing equipment, removing existing foundations, backfilling excavations with compacted sand, seeding, transporting equipment, disposal of waste materials and foundations, and all other incidentals necessary to remove the existing localizer equipment and store the removed equipment at a location determined by the MAA, complete to the satisfaction of the Resident Engineer.

The Contractor shall deliver the salvaged items to a location designated by the airport maintenance manager.

125-3.16 ITEM AR801605 REPLACE TAXI GUIDANCE SIGN PANEL

This item shall include all work items that are necessary to remove existing and supply / install new taxiway guidance sign panels as directed by the Resident Engineer. The work to be included in this item includes, but is not limited to, supplying new sign panels, removing existing sign panels, disposal of removed sign panels, installing new sign panels, resealing signs, and all other incidentals necessary to replace the existing sign panels and return the systems back into operation, completed to the satisfaction of the Resident Engineer and the MAA.

The costs to complete the above items shall be included in the contract unit price. The Contractor shall replace any item damaged during the sign panel replacement with a similar unit (approved by the Engineer). The Contractor shall ascertain that the equipment / sign panels furnished by him are compatible in all respects with the existing equipment / sign panels. Any noncompatible components shall be replaced by the Contractor at no additional costs with a similar compatible unit.

125-3.17 ITEM AR801614 SUPPLY TAXI GUIDANCE SIGN PANEL

This item shall include all work items that are necessary to supply and deliver new taxiway guidance sign panels to be installed by the MAA in existing signs as directed by the Resident Engineer. The work to be included in this item includes, but is not limited to, supplying and delivering new sign panels to the MAA maintenance building at the airport. The proposed sign panel legends shall be identified in the field at the time of construction.

The Contractor shall ascertain that the sign panels furnished by him are compatible in all respects with the existing equipment / sign panels. Any noncompatible components shall be replaced by the Contractor at no additional costs with a similar compatible unit.

125-3.18 ITEM AR801637 RELOCATE LIGHT FIXTURE

This item shall include all work that is necessary to remove and reinstall existing LED light fixtures as detailed in the Construction Plans. The work to be included in this item includes, but is not limited to, disconnecting light fixtures, removing fixture, EMT extension, base plate, lead assembly and transformer, transporting lighting equipment, reconnecting and reinstalling lighting equipment, testing, supplying and replacing damaged equipment, and all other incidentals necessary to relocate the existing equipment and return the system back into operation, complete to the satisfaction of the Resident Engineer. Separate payments for these items shall not be made.

The cost to complete these items shall be included in the contract unit price. The Contractor shall replace any item damaged during the relocation of the light fixtures with a similar unit (approved by the Resident Engineer). The Contractor shall ascertain that the equipment and cables furnished by him are compatible in all respects with the existing equipment and cables. Any noncompatible components shall be replaced by the Contractor at no additional costs with a similar compatible unit.

METHOD OF MEASUREMENT

ADD the following to this Section:

125-4.2 The quantity of new or existing light units, new or existing signs, new or existing splice cans, and existing PAPI units to be installed, refurbished, removed, adjusted and/or relocated, and new taxi guidance sign panels to be supplied to be paid for under this item shall be the number, counted in place as indicated in this special provision, of each type and style installed, refurbished, removed, adjusted, relocated and/or replaced as complete and accepted by the Resident Engineer.

Splice cans removed as part of the removal of signs, REILs, PAPIs, etc. shall not be measured for payment separately. The costs for removal of these splice cans shall be included in the electrical equipment removal contract unit prices.

125-4.3 The quantity of remove REILs to be paid for under this item shall be the number of pairs (two (2) each REIL units per pair), counted in place per pair as indicated in the special provisions, removed as complete and accepted by the Resident Engineer. Each REIL unit in the pair shall not be counted separately for payment purposes. The two (2) REIL units in the pair shall be counted as one (1) pair for payment purposes.

125-4.4 The quantity of remove localizer to be paid for under this item shall be measured per lump sum for furnishing all materials and equipment required for this construction as outlined on the Construction Plans and this special provision, removed as complete and accepted by the Resident Engineer.

125-4.5 The quantity of taxi guidance signs to be paid for under this item shall be the number of each type installed as completed units in place, ready for operation, and accepted by the Resident Engineer. The type of sign shall be determined by counting the number of characters shown only on the main front face of the sign. Characters shown on the back face of the sign shall not be counted in determining the total number of characters in a sign array.

BASIS OF PAYMENT

125-5.1 REVISE the first sentence of this Section to read as follows:

Payment will be made at the contract unit price per each complete light unit, light fixture, sign unit, splice can, PAPI unit, and/or sign panel installed in place, refurbished, removed, adjusted, relocated, and/or replaced by the Contractor and accepted by the Resident Engineer.

ADD the following to this Section:

125-5.2 Payment will be made at the contract unit price per pair (two (2) each units) for the accepted completely removed REIL system. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, training and incidentals necessary to complete this item.

125-5.3 Payment will be made at the contract unit price per lump sum for the accepted completely removed localizer system. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, training, and incidentals necessary to complete this item.

Payment will be made under:

ITEM AR125415 -- MITL, BASE MOUNTED -- per each.

ITEM AR125442 -- TAXI GUIDANCE SIGN, 2 CHARACTER -- per each.

ITEM AR125445 -- TAXI GUIDANCE SIGN, 5 CHARACTER -- per each.

ITEM AR125565 -- SPLICE CAN -- per each.

ITEM AR125902 -- REMOVE BASE MOUNTED LIGHT -- per each.

ITEM AR125903 -- REMOVE INPAVEMENT LIGHT -- per each.

ITEM AR125904 -- REMOVE TAXI GUIDANCE SIGN -- per each.

ITEM AR125905 -- REMOVE RWY DISTANCE REMAIN SIGN -- per each.

ITEM AR125907 -- REMOVE REILS -- per pair.

ITEM AR125908 -- REMOVE PAPI -- per each.

ITEM AR125962 -- RELOCATE BASE MOUNTED LIGHT -- per each.

ITEM AR125964 -- RELOCATE TAXI GUIDANCE SIGN -- per each.

ITEM AR125965 -- RELOCATE RWY DISTANCE REMAIN SIGN -- per each.

ITEM AR125982 -- REFURBISH BASE MOUNTED LIGHT -- per each.

ITEM AR125984 -- REFURBISH TAXI GUIDANCE SIGN -- per each.

ITEM AR127901 -- REMOVE LOCALIZER -- per lump sum.

ITEM AR801605 -- REPLACE TAXI GUIDANCE SIGN PANEL -- per each.

ITEM AR801614 -- SUPPLY TAXI GUIDANCE SIGN PANEL -- per each.

ITEM AR801637 -- RELOCATE LIGHT FIXTURE -- per each.

ADD the following Division:

DIVISION VIII- MISCELLANEOUS

ITEM AR801638 – BONDED FIBER MATRIX

DESCRIPTION

801638-1.1 This item shall include, but not be limited to, all work necessary to supply and install an approved bonded fiber matrix material for a width of ten feet (10') along the edge of the proposed new pavements. The ground to receive the bonded fiber matrix shall be prepared in accordance to the requirements found in Items AR90151-Seeding/AR908513-Mulching.

MATERIALS

801638-2.1 The bonded fiber matrix material shall be Weyerhaeuser Soil Guard, Flexterra Flexible Growth Medium, or approved equal. The IDOT-DOA materials engineer shall determine if a product is an approved equal. The Contractor will not be allowed to install a product that is determined by IDOT-DOA as not equal to the specified product. The Contractor shall not base his bid price on a substitute non-conforming product with a project credit.

CONSTRUCTION METHOD

801638-3.1 The bonded fiber matrix material shall be installed in accordance to the manufacturer's recommendations. Applicators shall be certified by the manufacturer of the materials. Prior to installation of the materials, the Contractor shall submit to the Resident Engineer written proof of certification by the manufacturer.

The minimum application rate of the bonder fiber matrix material shall be 3,500 pounds per acre. The material shall be applied uniformly by a hand held sprayer.

It will be the responsibility of the contractor to protect the bonded fiber matrix material until a good stand of grass of uniform color and density is established. In areas where grass fails to grow or the bonded fiber matrix material is disturbed, the Contractor shall re-apply the material as required and as many times as required until the Resident Engineer is satisfied with the results. No measurement for payment or payments will be made for areas requiring additional applications of the bonded fiber matrix material.

METHOD OF MEASUREMENT

801638-4.1 The quantity of bonded fiber matrix to be paid for shall be number of square yards of actual surface area covered as specified, in place, completed, and accepted by the Resident Engineer. Areas requiring more than one application of bonded fiber matrix shall be measured for payment only once.

BASIS OF PAYMENT

801638-5.1 Payment for the bonded fiber matrix shall not be included in the construction progress payment report until the Contractor has met the submittal requirements found in Sections 30-18, 40-01, 40-03 and 40-10 of the standard and special provisions.

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

Payment will be made under:

ITEM AR801638 -- BONDED FIBER MATRIX -- per square yard.

ITEM AR801640 – PERFORMED THERMOPLASTIC MARKING

DESCRIPTION

801640-1.1 This item shall include, but not be limited to, all work necessary to supply and install a durable, retroreflective preformed thermoplastic pavement marking to new or existing PCC or bituminous pavements by the use of a large radiant heater as detailed in the special provisions to the satisfaction of the Resident Engineer. The marking colors shall match current FAA standards.

The manufacturer of the Preformed Thermoplastic Markings (PTM) shall be ISO 9001:2008 certified for design, development and manufacturing of the product. The manufacturer shall supply to the Resident Engineer proof of his current certification. The scope of the certification shall include PTM materials. The PTM material shall have a uniform distribution of glass beads throughout the entire cross section of the product.

Multicolored markings shall consist of interconnected individual pieces of PTM material. The individual pieces shall be factory assembled with a compatible material and factory interconnected so that it is not necessary to assemble individual pieces in the field. Obtaining multicolored effect by overlaying materials of different colors in the field will not be allowed. The PTM material shall have an integral color throughout the thickness of the product.

MATERIALS

801640-2.1 MATERIAL ACCEPTANCE

Prior to installation of the PTM, the Contractor shall furnish to the Resident Engineer the manufacturer's certified test reports for the PTM materials to be used on this project. The certified test reports shall include a statement that the materials meet the requirements of the specifications. This report may be used for material acceptance by the Resident Engineer.

801640-2.2 PREFORMED THERMOPLASTIC MARKING

The PTM shall be composed of ester modified rosins in conjunction with aggregates, pigments, and binders which have been factory produced as a finished product. The material must be impervious to degradation by aviation fuels, motor fuels, lubricants, antifreeze, and all other petroleum products.

The marking shall be able to be installed in temperatures down to 35°F without any special storage, preheating, or treatment of the PTM material before application.

801640-2.3 GRADED GLASS BEADS

The material must contain a minimum of thirty percent (30%) evenly distributed intermixed graded glass beads by weight. The intermixed beads shall be conforming to Federal Specification TT-B-1325 Type IV, Gradation B.

The material must have factory applied coated surface beads in addition to the intermixed beads at a rate of 1 lb. (\pm 10%) per 10 sq. ft. These evenly distributed factory applied surface beads shall be conforming to Federal Specification TT-B-1324 Type IV Gradation A and Type 1 Gradation A, with the exception that the roundness shall be 90% or better. The mix of the two types shall meet the following gradation:

Size Gradation		Retained, %	Passing, %
US Mesh	um		
12	1700	0 - 2%	98 - 100%
14	1400	0 - 3.5%	96.5 - 100%
16	1180	2 - 25%	75 - 98%
18	1000	28 - 63%	37 - 72%
20	850	63 - 72%	28 - 37%
30	600	67 - 77%	23 - 33%
50	300	89 - 95%	5 - 11%
80	200	97 - 100%	0 - 3%

801640-2.4 HEATING INDICATORS

The top surface of the material (same side as the factory applied surface beads) shall have regularly spaced indents. These indents shall act as a visual cue during application that the material has reached a molten state so satisfactory adhesion and proper bead embedment has been achieved and a post-application visual cue that the installation procedures have been followed.

801640-2.5 PIGMENTS

White: The material shall be manufactured with minimum 10% by weight ASTM D 476 Type II titanium dioxide pigment. The daylight directional reflectance shall not be less than 78% (relative to magnesium oxide) when tested in accordance with Federal Test Method Standard No. 141D/GEN.

Yellow: The material shall be manufactured with minimum 1% by weight ASTM D 476 Type II titanium dioxide pigment and sufficient yellow organic pigment to meet the below limits (CIE 2° Standard Observer; 45/0 (0/45) Geometry; light source C):

1		2		3		4	
x	y	x	y	x	y	x	y
0.462	0.438	0.470	0.455	0.479	0.428	0.501	0.452

The daylight directional reflectance shall not be less than 45% (relative to magnesium oxide) when tested in accordance with Federal Test Method Standard No. 141D/GEN. The pigment system must be heavy-metal free.

Other Colors: The pigment system must be heavy-metal free.

801640-2.6 MISCELLANEOUS PRODUCT REQUIREMENTS

Skid Resistance: The surface, with properly applied and embedded surface beads, must provide a minimum resistance value of 45 BPN when tested according to ASTM E303.

Thickness: The material must be supplied at a nominal thickness of 65 mils (1.7 mm).

Environmental Resistance: The material must be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to aviation fuels, gasoline, and oil.

Retroreflectivity: The material, when applied in accordance with manufacturer’s guidelines, must demonstrate a uniform level of sufficient nighttime retroreflection when tested in accordance with ASTM E1710. The applied material must have an initial minimum intensity reading of $100 \text{ mcd}\cdot\text{m}^{-2}\cdot\text{lx}^{-1}$ for white and $70 \text{ mcd}\cdot\text{m}^{-2}\cdot\text{lx}^{-1}$ for yellow as measured with an LTL-X or LTL-2000 Retroreflectometer.

Prohibited Materials: The manufacturer shall certify that the product does not contain mercury, lead, hexavalent chromium, halogenated solvents, nor any carcinogen, as defined in 29 CFR 1910.1200.

Packaging: A protective film around the snipping box shall be applied to protect the PTM material.

CONSTRUCTION METHOD

801640-3.1 The markings must be capable of conforming to pavement contours, breaks and faults through the action of airport traffic at normal pavement temperatures. The markings must be capable of fully conforming to grooved pavements, including pavement grooving per FAA AC 150/5320-12C. The markings shall have resealing characteristics, such that it is capable of fusing with itself and previously applied thermoplastic when heated with a heat source per manufacturer's recommendation.

The markings must be capable of being successfully applied to Green Concrete (concrete that has set but not appreciably hardened). The application of the markings shall not require the portland cement concrete application areas to be cured or dried out.

The marking material must set up rapidly, permitting the pavement to be re-opened to traffic 15 minutes (maximum) after the application of the material is complete.

The PTM manufacturer or installer shall provide technical services as required.

801640-3.2 WEATHER LIMITATIONS

The PTM materials shall be installed only when the pavement surface is clean and dry and the surface temperature is above 45°F and rising. The pavement surface temperature shall also be at least 5°F above the dew point. PTM markings shall not be installed when the pavement temperature is above 120°F.

801640-3.3 PREPARATION OF SURFACE

A. Areas without existing painted pavement markings:

Immediately before application of the PTM material, the surface shall be dry and free from dirt, grease, oil, laitance, or other foreign material that would reduce the bond between the PTM material and the pavement. The area to be marked shall be cleaned by sweeping and blowing or by other methods as required to remove all dirt, laitance, and loose materials without damage to the pavement surface. Use of any chemicals or impact abrasives during surface preparation shall be approved by the Resident Engineer. PTM material shall not be applied to Portland cement concrete pavement until the area to be marked are clean of curing material. High-pressure water shall be used to remove curing materials.

B. Areas with existing painted pavement markings:

PTM materials shall not be installed on top of existing painted pavement markings. Prior to installing the PTM materials, the Contractor shall remove the existing painted pavement marking in accordance to item AR620900-Pavement Marking Removal using the water blasting method. In areas where PTM materials are to be installed, 98% of the existing paint marking shall be eradicated. The existing pavement in these areas shall be exposed across the entire PTM application area. Any residual paint in these areas must be properly bonded and not chipping or delaminating off the pavement surface. After the existing paint has been removed, the Contractor shall prepare the surface in accordance to item 801640-3.3.A above. The contractor shall then remove all residual moisture using the large heater (used to apply the PTM material) or a magnum heat torch.

801640-3.4 APPLICATION

To ensure minimum single-pass application time and optimum bond in the marking/substrate interface, the materials shall be applied using a variable speed self-propelled mobile heater with an effective heating width of no less than 16 ft. (4.88 M) and a free span between supporting wheels of no less than 18ft (5.49 m). The heater shall provide a minimum output of 17,500 Btu/sq.ft. and emit the thermal radiation to the marking material in such a manner that the difference in temperature of 2 in. (5.08 cm) wide linear segments in the direction of heater travel shall be within 5% of the overall average temperature of the heated thermoplastic material as it exits the heater. The heater shall have an automatic adjustable reciprocating drive function. The operator controls shall be positioned so that the operator does not have to step into the heated area to operate the heater or to make adjustments. The entire heater span shall be illuminated evenly with 6500°K lighting of no less than 10W per linear ft. The operator controls shall incorporate a powered height adjustment system. The material shall be able to be applied at ambient and pavement temperatures down to 35°F without any preheating of the pavement to a specific temperature. The material shall be able to be applied without the use of a thermometer. The pavement shall be clean, dry and free of debris. A non-VOC sealer with a maximum applied viscosity of 250 centi-Poise (ASTM D 2393) shall be applied to the pavement shortly before the markings are applied. The supplier shall enclose application instructions with each box/package.

The PTM materials shall set up rapidly, permitting the pavements to be re-opened to aircraft traffic quickly. The maximum duration of time between the completion of PTM material application and pavement re-opening shall be 15 minutes. The PTM material drying time shall be less than 15 minutes.

801640-3.5 PROTECTION AND CLEAN UP

After the PTM materials have been installed, the contractor shall protect the materials from damage until the materials are completely dry. All PTM surfaces shall be protected from traffic and moisture. The PTM surfaces shall be protected from excess moisture and/or rain and from disfiguration by splatter, splashes, spillage, or dripping. The contractor shall remove from the airfield all debris, FOD, waste, loose or unadhered reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of the Resident Engineer.

The contractor shall dispose of all of the waste materials in strict compliance with all applicable State, Local and Federal environmental statutes and regulations.

METHOD OF MEASUREMENT

801638-4.1 The quantity of preformed thermoplastic marking to be paid for shall be number of square feet of actual surface area marked as specified, in place, completed, and accepted by the Resident Engineer.

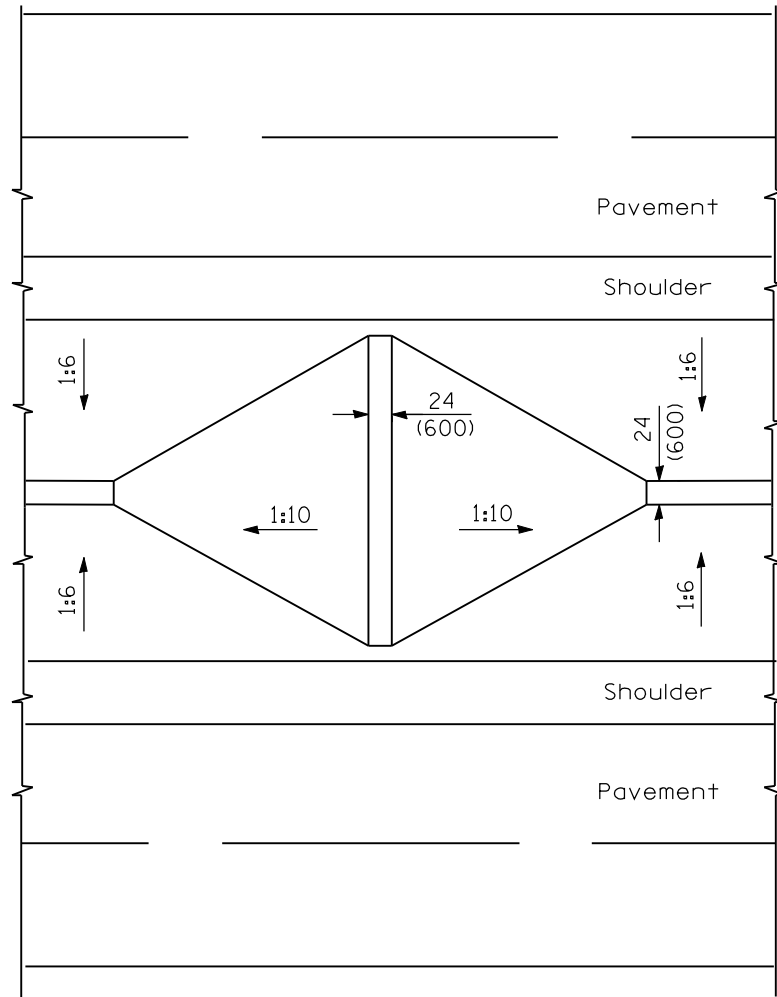
BASIS OF PAYMENT

801638-5.1 Payment for the preformed thermoplastic marking shall not be included in the construction progress payment report until the Contractor has met the submittal requirements found in Sections 30-18, 40-01, 40-03, and 40-10 of the standard and special provisions.

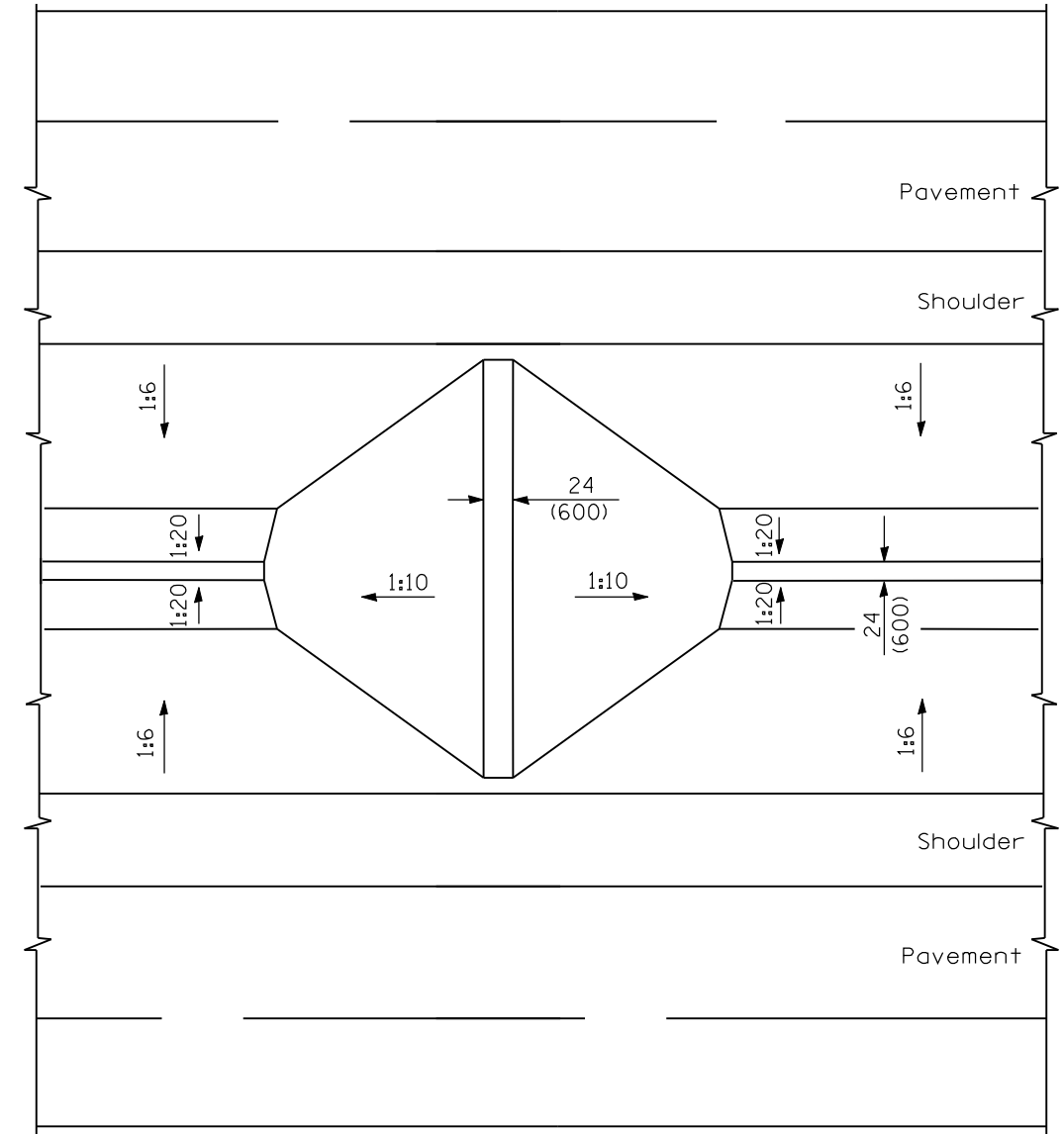
Payment will be made at the contract unit price per square foot for Preformed Thermoplastic Marking. This price shall be full compensation for furnishing all materials and for placing the materials, and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

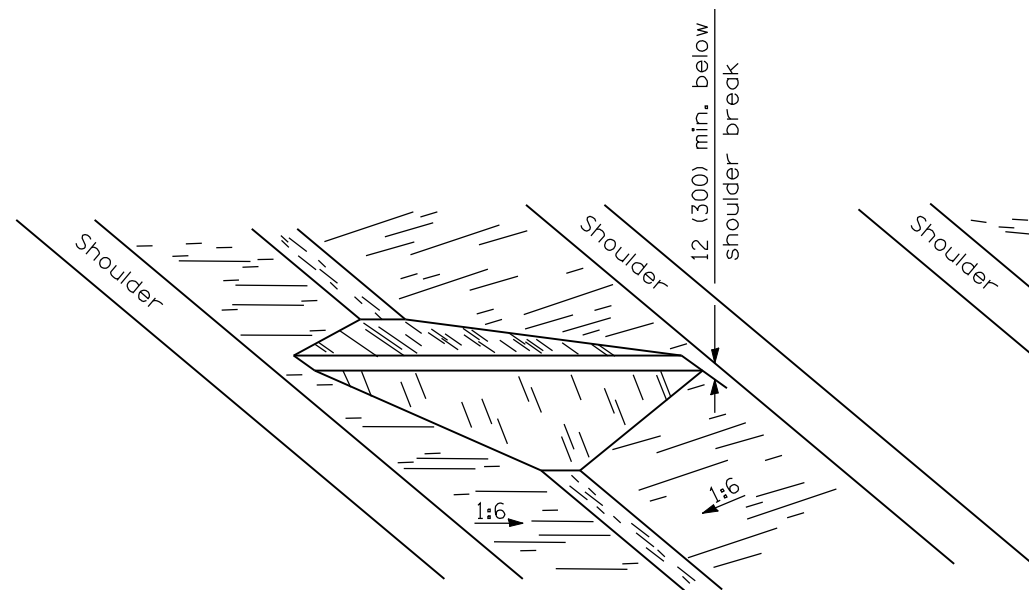
ITEM AR801640 -- PREFORMED THERMOPLASTIC MARKING -- per square foot.



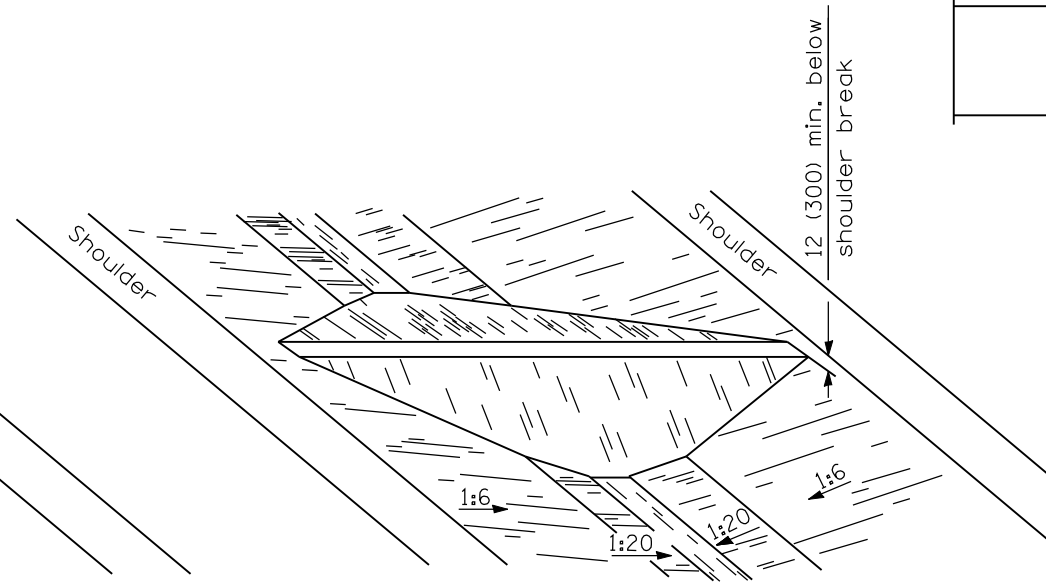
DITCH CHECK FOR NARROW MEDIAN



DITCH CHECK FOR WIDE MEDIAN



VIEW OF NARROW MEDIAN



VIEW OF WIDE MEDIAN

GENERAL NOTES

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-08	Switched units to English (metric).
1-1-97	Renum. Standard 2355-1.

**EARTH MEDIAN
DITCH CHECK**

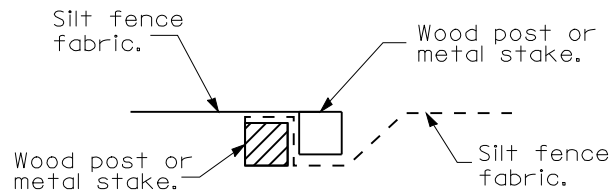
STANDARD 202001-01

Illinois Department of Transportation

PASSED January 1, 2008
Scott Smith
 ENGINEER OF POLICY AND PROCEDURES

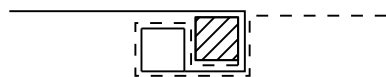
APPROVED January 1, 2008
Ken E. Han
 ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97



Place end-post (stake) of first silt fence adjacent to end-post (stake) of second silt fence with fabric positioned as shown.

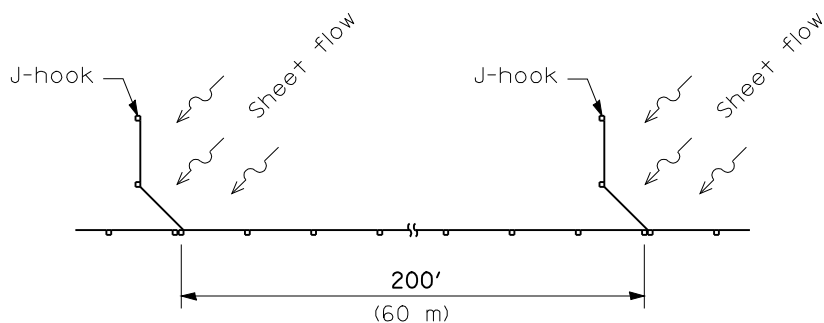
STEP 1



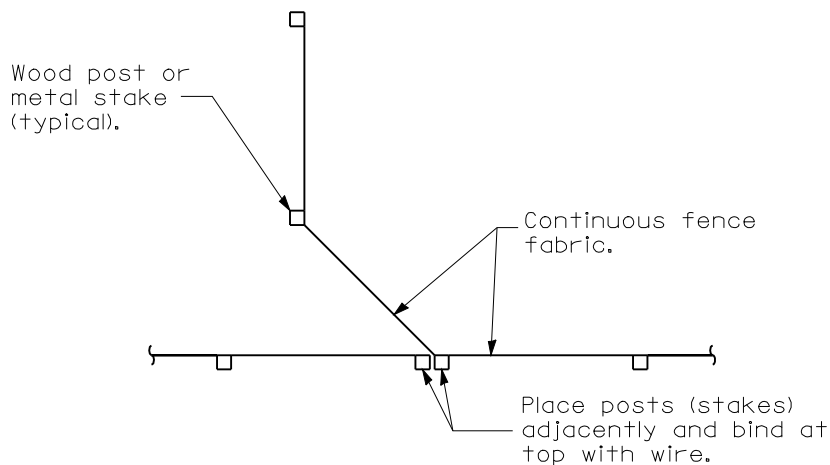
Rotate posts (stakes) together, 180° clockwise and drive both posts (stakes) 18 (450) into ground.

STEP 2

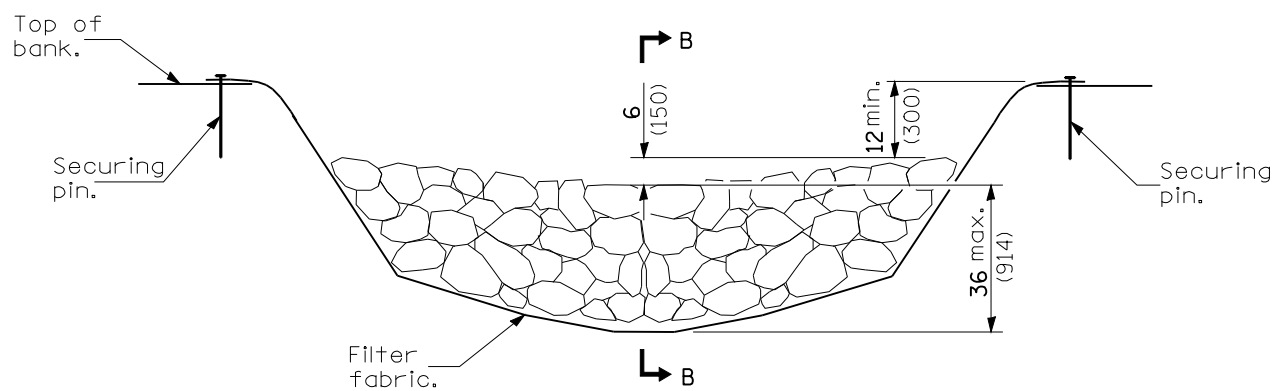
ATTACHING TWO SILT FILTER FENCES
(Not applicable for J-hooks)



SILT FILTER J-HOOK PLACEMENT

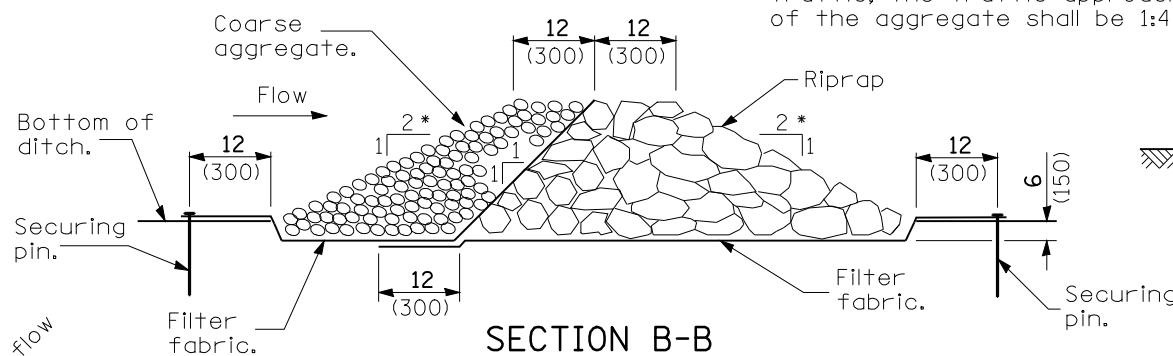


J-HOOK



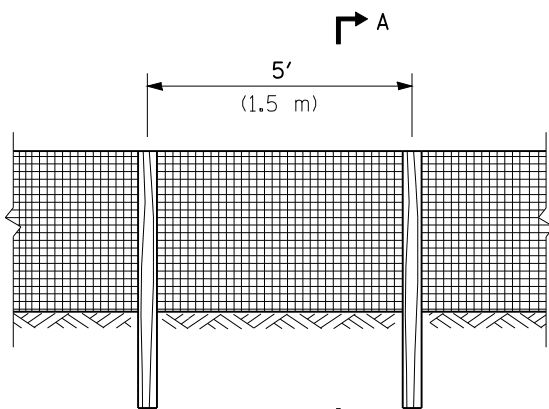
ELEVATION

* When the ditch check is within the clear zone and the road is open to traffic, the traffic approach slope of the aggregate shall be 1:4 (V:H).



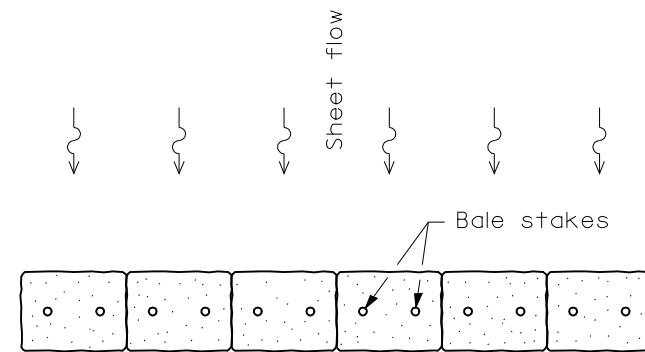
SECTION B-B

AGGREGATE DITCH CHECK

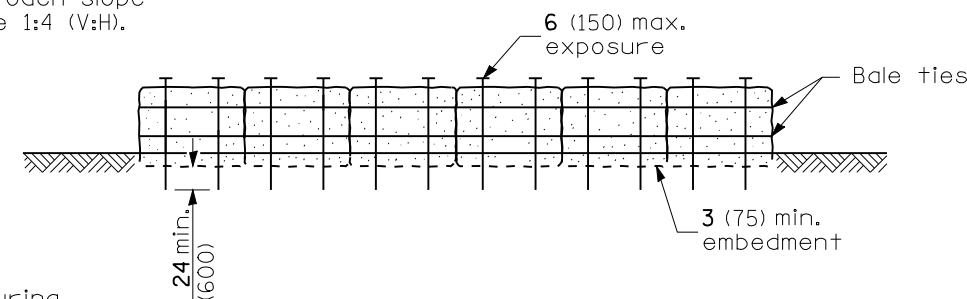


ELEVATION

SILT FILTER FENCE AS A PERIMETER EROSION BARRIER

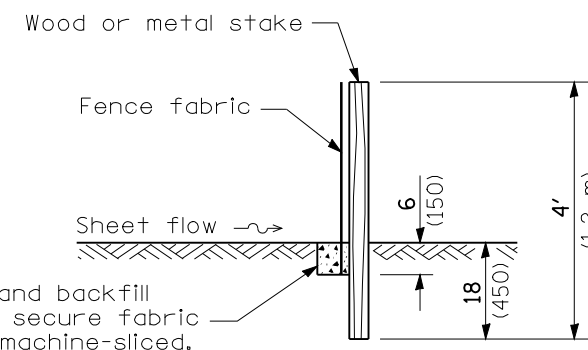


PLAN



ELEVATION

HAY OR STRAW BALES AS A PERIMETER EROSION BARRIER



SECTION A-A

SILT FILTER FENCE AS A PERIMETER EROSION BARRIER

Excavate and backfill trench to secure fabric when not machine-sliced.

GENERAL NOTES

The installation details and dimensions shown for perimeter erosion barriers shall also apply for inlet and pipe protection.

All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-10	Added J-hooks, added Two Fence attachment detail, mod. ditch check.
1-1-08	Switched units to English (metric) and rev. silt filter fence.

TEMPORARY EROSION CONTROL SYSTEMS

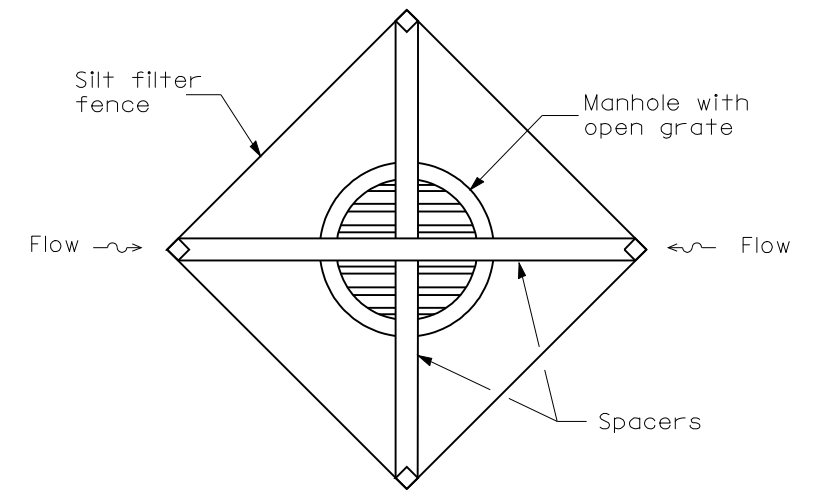
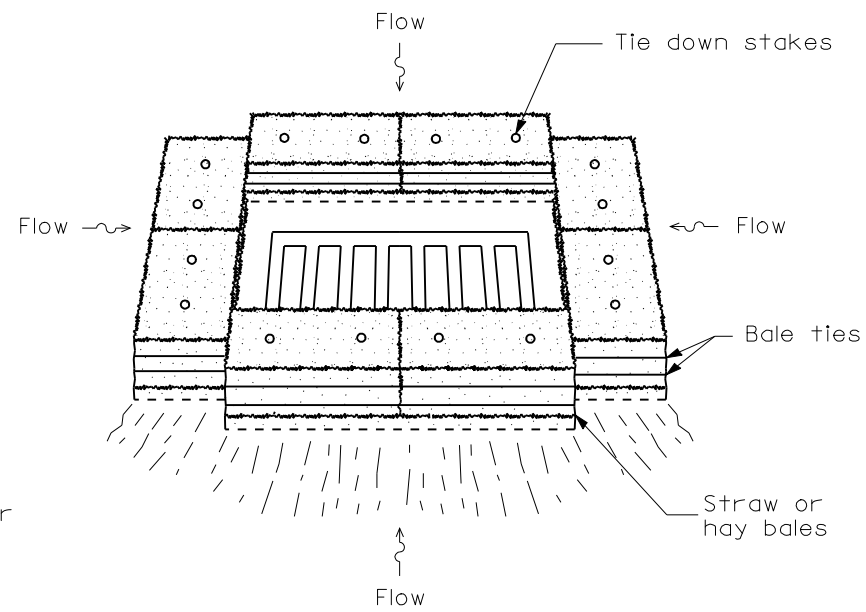
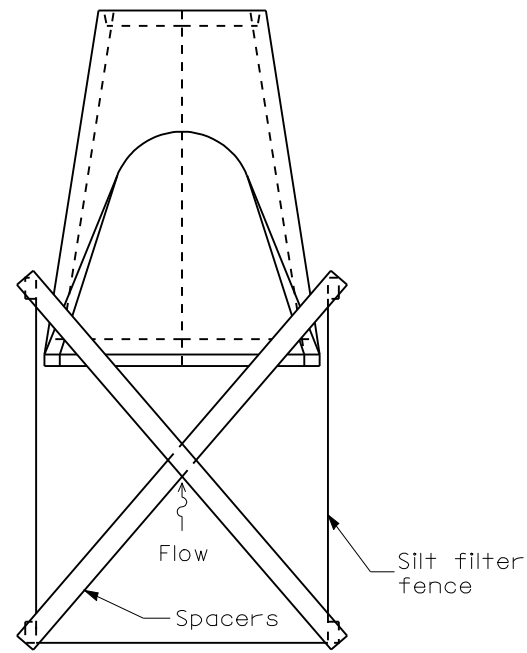
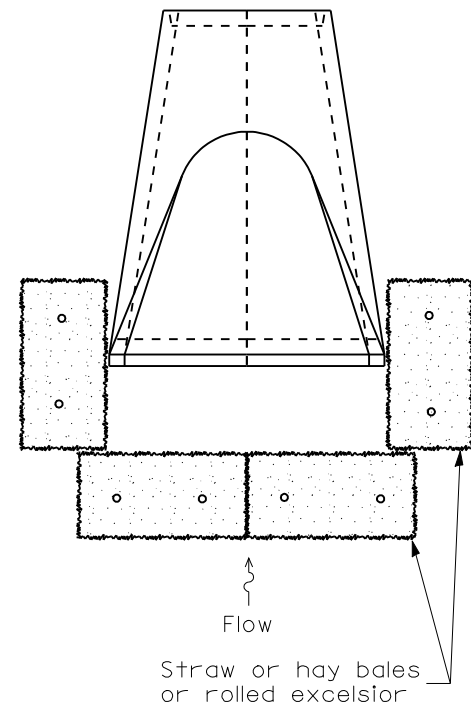
(Sheet 1 of 2)

STANDARD 280001-05

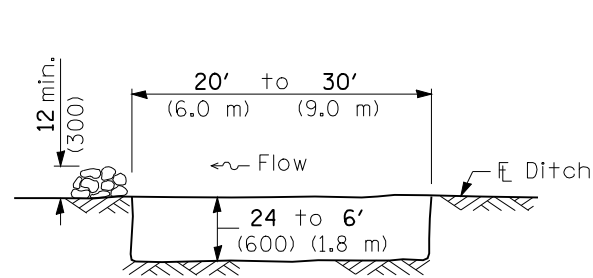
Illinois Department of Transportation

PASSED January 1, 2010
 ENGINEER OF POLICY AND PROCEDURES
 APPROVED January 1, 2010
 ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

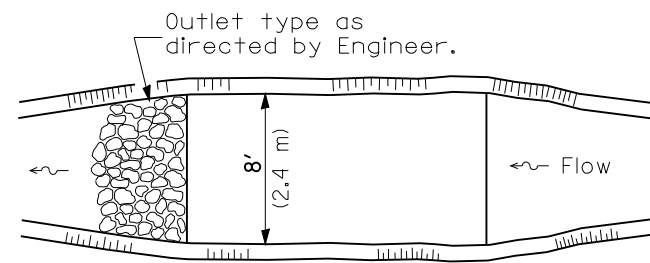


INLET AND PIPE PROTECTION



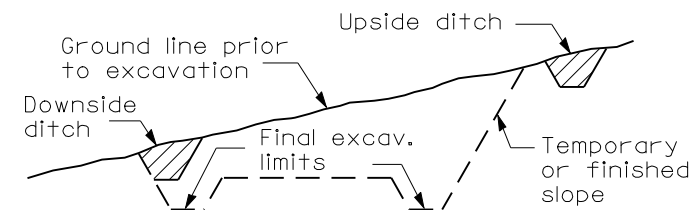
The performance of the basin will improve if put into a series.

ELEVATION

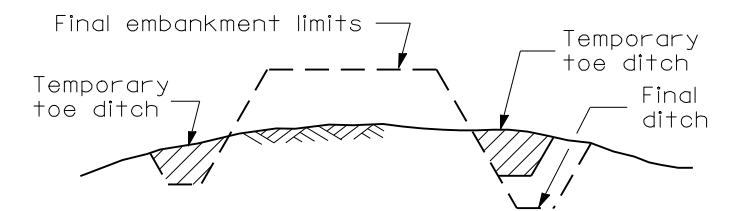


The long dimension should be parallel with the direction of the flow. Accumulated silt shall be removed anytime the basins become 75% filled.

PLAN



TYPICAL CUT CROSS-SECTION



TYPICAL FILL CROSS-SECTION

TEMPORARY DITCHES FOR CUT & FILL SECTIONS

SEDIMENT BASIN

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APPROVED January 1, 2010

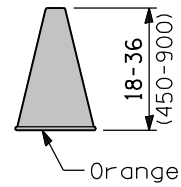
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

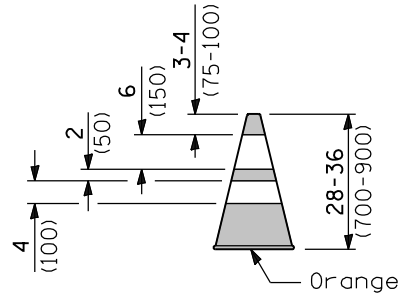
TEMPORARY EROSION CONTROL SYSTEMS

(Sheet 2 of 2)

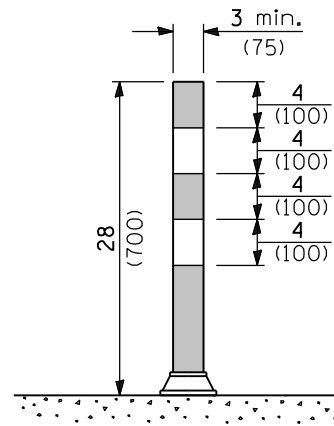
STANDARD 280001-05



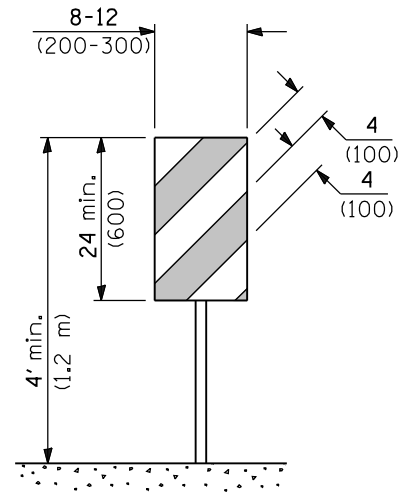
CONE



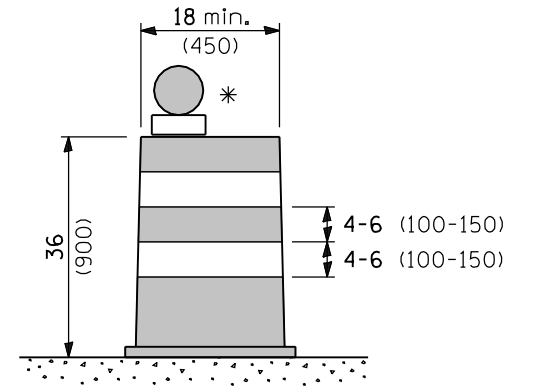
REFLECTORIZED CONE



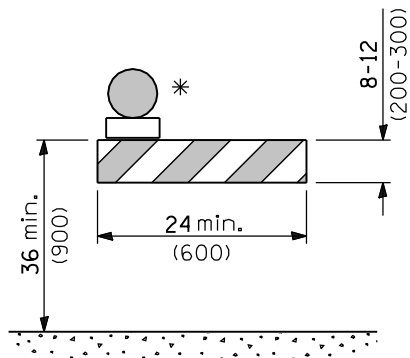
FLEXIBLE DELINEATOR



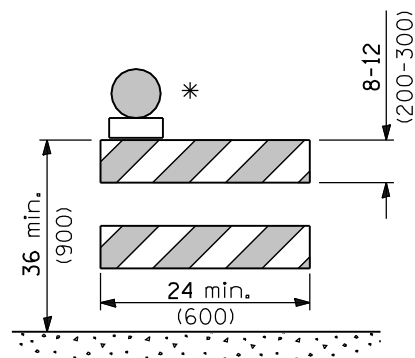
**VERTICAL PANEL
POST MOUNTED**



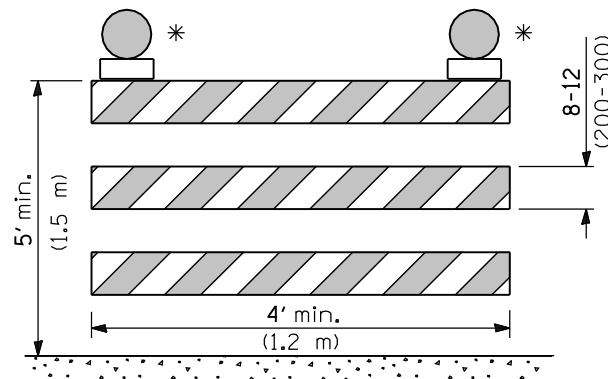
DRUM



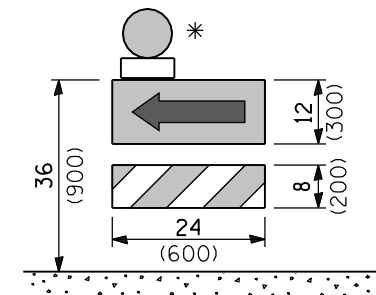
TYPE I BARRICADE



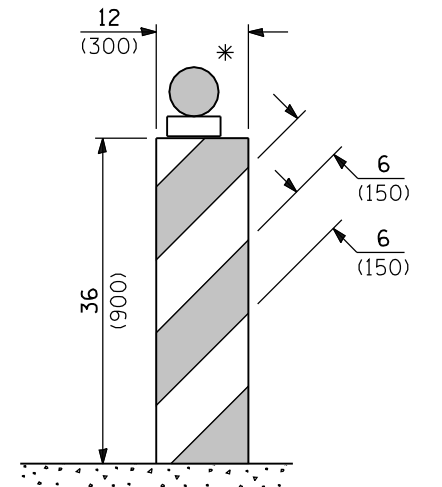
TYPE II BARRICADE



TYPE III BARRICADE



**DIRECTION INDICATOR
BARRICADE**



VERTICAL BARRICADE

* Warning lights (if required)

GENERAL NOTES

All heights shown shall be measured above the pavement surface.

All dimensions are in inches (millimeters) unless otherwise shown.

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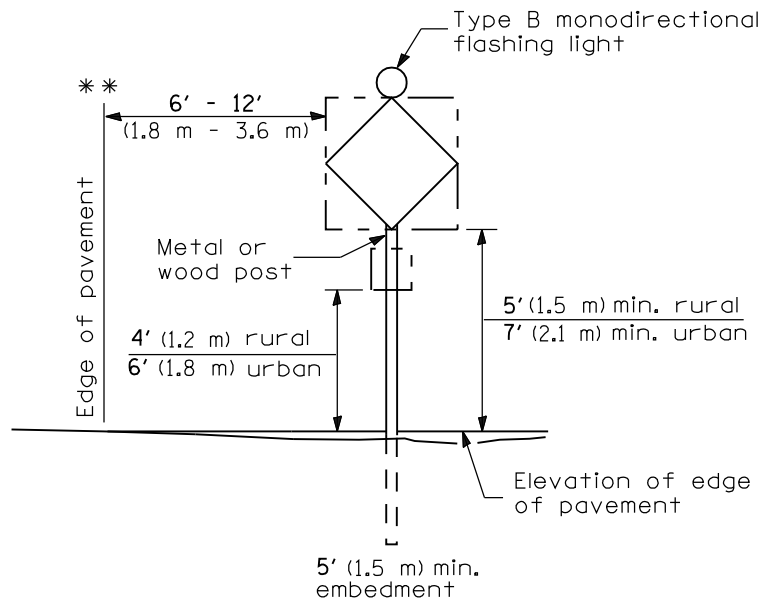
ISSUED 1-1-1
76-1-1

DATE	REVISIONS
1-1-09	Switched units to English (metric). Omitted light on vertical panel.
1-1-08	Renumbered Standard 702001-06. Rev. note for temp. signs on Sheet 2.

TRAFFIC CONTROL DEVICES

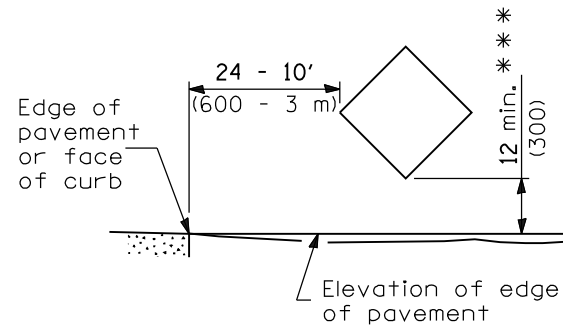
(Sheet 1 of 3)

STANDARD 701901-01



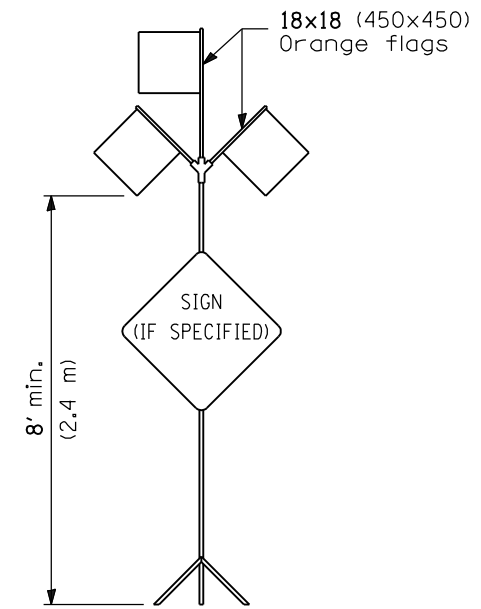
POST MOUNTED SIGNS

** When curb or paved shoulder are present this dimension shall be 24 (600) to the face of curb or 6' (1.8 m) to the outside edge of the paved shoulder.



SIGNS ON TEMPORARY SUPPORTS

*** When work operations exceed four days, this dimension shall be 5' (1.5 m) min. If located behind other devices, the height shall be sufficient to be seen by motorists.



HIGH LEVEL WARNING DEVICE



G20-1(0)-6036



G20-2a(0)-6024

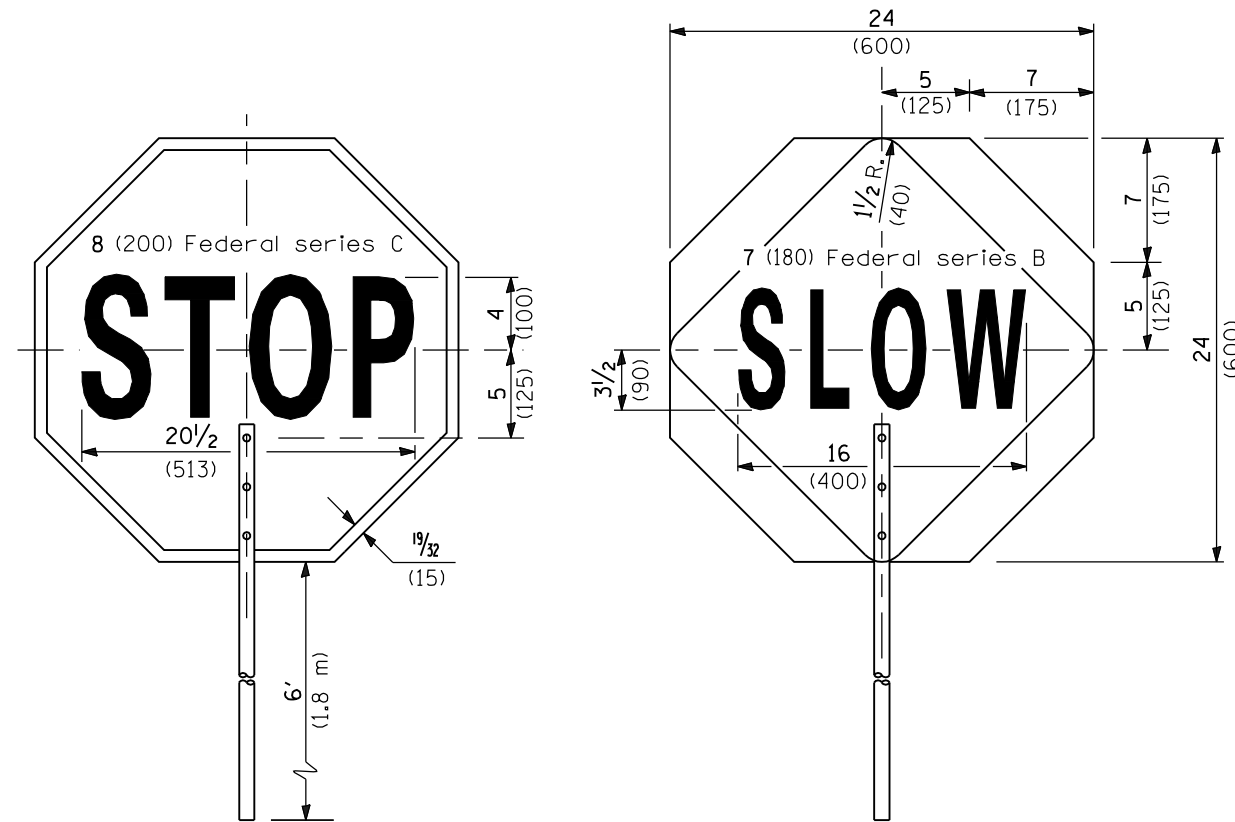
This signing is required for all projects 2 miles (3200 m) or more in length.

ROAD CONSTRUCTION NEXT X MILES sign shall be placed 500' (150 m) in advance of project limits.

END CONSTRUCTION sign shall be erected at the end of the job unless another job is within 2 miles (3200 m).

Dual sign displays shall be utilized on multi-lane highways.

WORK LIMIT SIGNING



FRONT SIDE

REVERSE SIDE

FLAGGER TRAFFIC CONTROL SIGN

All dimensions are in inches (millimeters) unless otherwise shown.

TRAFFIC CONTROL DEVICES

(Sheet 2 of 3)

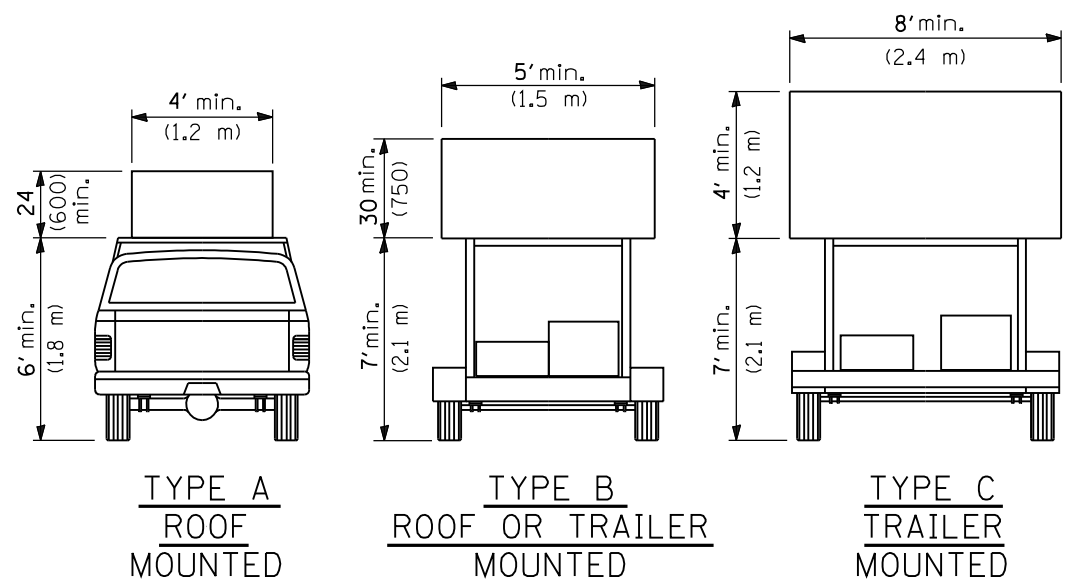
STANDARD 701901-01

Illinois Department of Transportation

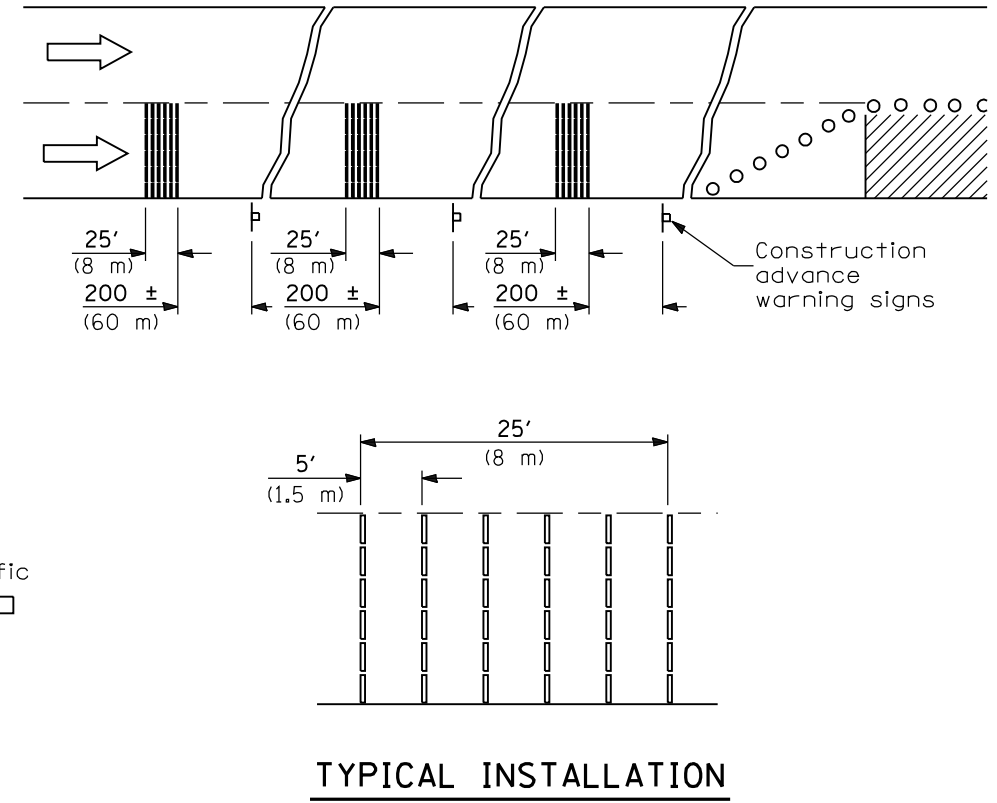
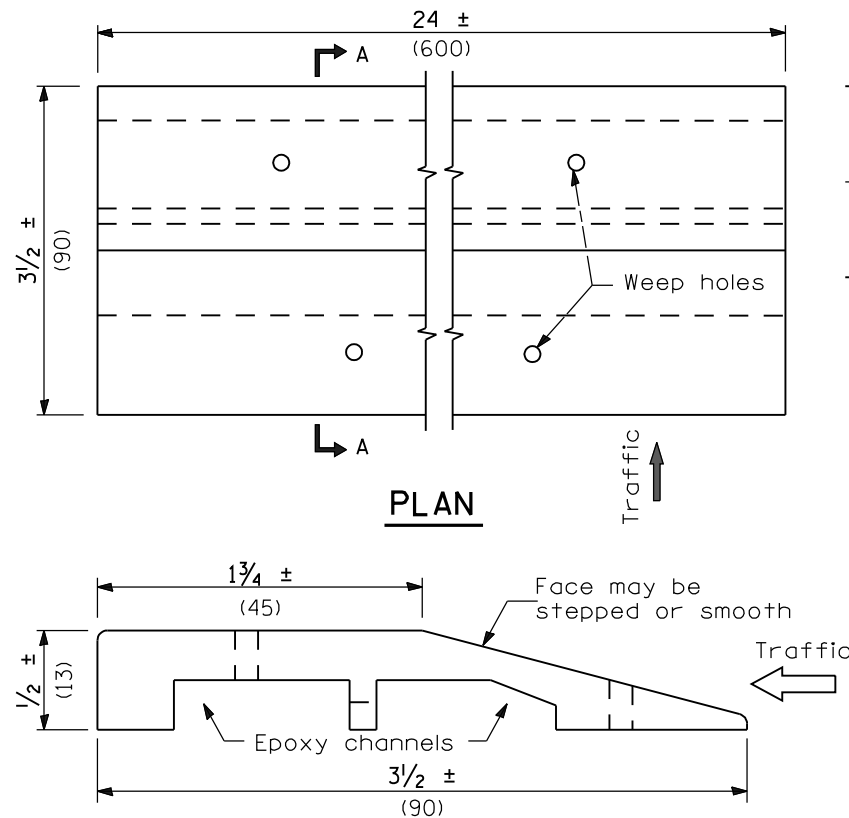
APPROVED January 1, 2009
ENGINEER OF OPERATIONS

APPROVED January 1, 2009
ENGINEER OF DESIGN AND ENVIRONMENT

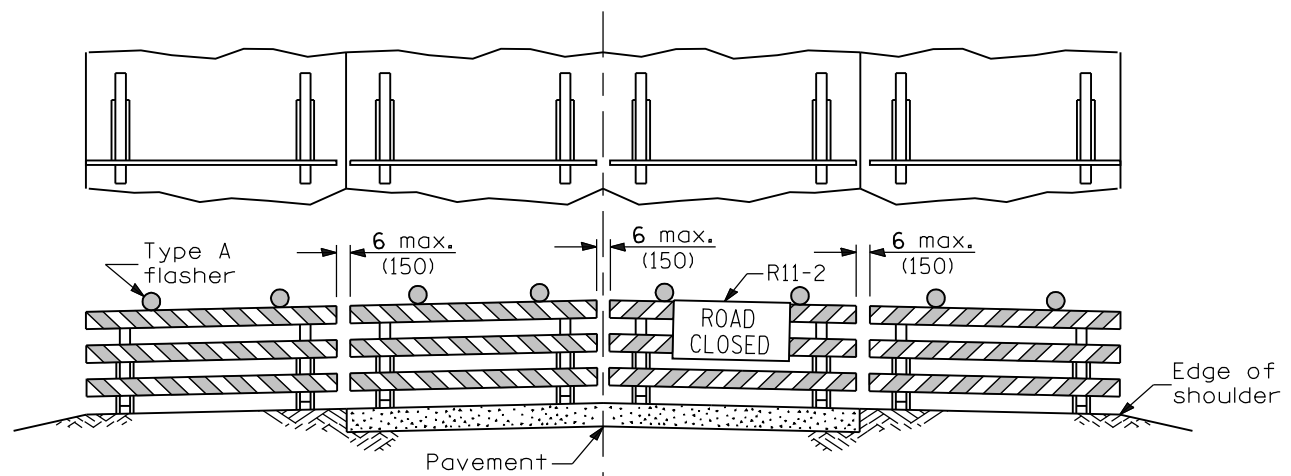
ISSUED 1-1-97



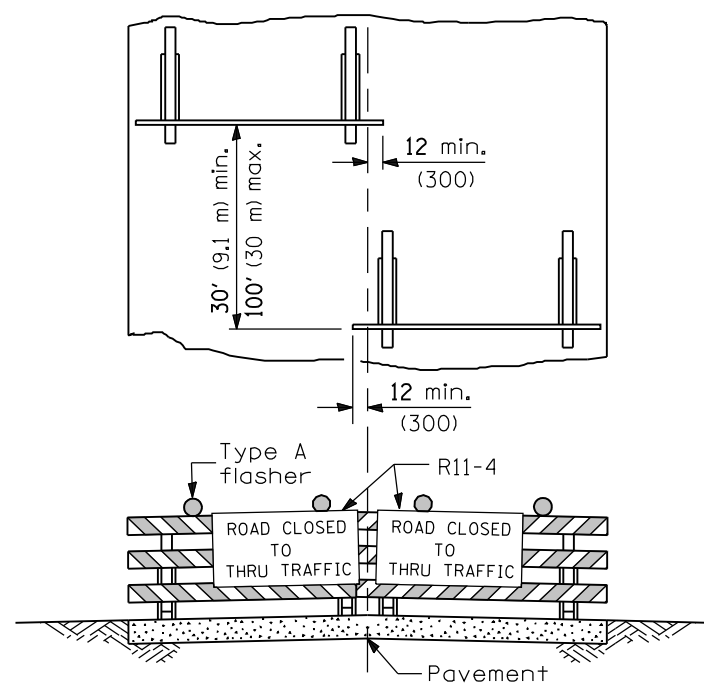
ARROW BOARDS



TEMPORARY RUMBLE STRIPS



ReflectORIZED striping may be omitted on the back side of the barricades. If a Type III barricade with an attached sign panel which meets NCHRP 350 is not available, the sign may be mounted on an NCHRP 350 temporary sign support directly in front of the barricade.



ReflectORIZED striping shall appear on both sides of the barricades. If a Type III barricade with an attached sign panel which meets NCHRP 350 is not available, the signs may be mounted on NCHRP 350 temporary sign supports directly in front of the barricade.

All dimensions are in inches (millimeters) unless otherwise shown.

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APPROVED January 1, 2009
ENGINEER OF OPERATIONS

APPROVED January 1, 2009
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

**TYPICAL APPLICATIONS OF
TYPE III BARRICADES CLOSING A ROAD**

**TRAFFIC CONTROL
DEVICES**

(Sheet 3 of 3)

STANDARD 701901-01

SPECIAL PROVISION FOR PROTECTION OF CABLES,
CONTROLS, NAVAIDS AND WEATHER BUREAU FACILITIES

The Contractor is hereby informed that there are installed on the airport FAA NAVAIDS; including, without limitation, ASR, UHF and VHF Receivers and Transmitters; U.S. Weather Bureau facilities; electric cables and control relating to such NAVAIDS and facilities, and other electric power cables serving other facilities. Such NAVAIDS, Weather Bureau and other facilities and electric cables must be fully protected during the entire construction time. Work under this contract can be accomplished in the vicinity of these facilities and cables only at approved periods of time. Approval is subject to withdrawal at any time because of changes in the weather, emergency conditions on the existing airfield areas, anticipation of emergency conditions, and for any other reason determined by the Engineers acting under the orders and instructions of the airport management and/or the designated FAA representative. Any instructions to this Contractor to clear any given area, at any time, by the Engineers, the airport management, or the FAA control tower (by radio or other means) shall be immediately executed. Construction work will be commenced in the cleared area only when additional instructions are issued by the proper authorities.

The Contractor shall be responsible for contacting the appropriate agencies for locations. Power and control cables leading to and from any FAA NAVAIDS, Weather Bureau, and other facilities will then be marked in the field by those agencies for the information of the Contractor, before any work in their general vicinity is started. Thereafter, through the entire time of this construction they shall be protected from any possible damage, including crossing with unauthorized equipment, etc.

These special provisions intend to make perfectly clear the need for protection of FAA NAVAIDS, Weather Bureau, and other facilities and cables by this Contractor at all times.

The Contractor shall immediately repair, with identical material by skilled workmen, any underground cables serving FAA NAVAIDS, Weather Bureau and other airport facilities, which are damaged by his workmen, equipment, or work. Prior approval of the FAA must be obtained for the materials, workmen, time of day or night, method of repairs, and for any temporary or permanent repairs the Contractor proposes to make to any FAA NAVAIDS and facilities damaged by the Contractor. Prior approval of the Engineer or of the representative designated by the airport management must be obtained for the materials, workmen, time of day or night, and for the method of repairs for any temporary or permanent repairs the Contractor proposes to make to any other airport facilities and cables damaged by this Contractor. COSTS INCIDENTAL TO 108. CONTRACT UNIT PRICES.