

INSTRUCTIONS

ABOUT IDOT PROPOSALS: All proposals are potential bidding proposals. Each proposal contains all certifications and affidavits, a proposal signature sheet and a proposal bid bond.

PREQUALIFICATION

Any contractor who desires to become pre-qualified to bid on work advertised by IDOT must submit the properly completed pre-qualification forms to the Bureau of Construction no later than 4:30 p.m. prevailing time twenty-one days prior to the letting of interest. This pre-qualification requirement applies to first time contractors, contractors renewing expired ratings, contractors maintaining continuous pre-qualification or contractors requesting revised ratings. To be eligible to bid, existing pre-qualification ratings must be effective through the date of the letting.

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.

REQUESTS FOR AUTHORIZATION TO BID

Contractors wanting to bid on items included in a particular letting must submit the properly completed "Request for Authorization to Bid/or Not For Bid Status" (BDE 124) and the ORIGINAL "Affidavit of Availability: (BC 57) to the proper office no later than 4:30 p.m. prevailing time, three (3) days prior to the letting date.

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?: When a prospective prime bidder submits a "Request for Authorization to Bid or Not for Bid Status" (BDE 124) 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 and the Chief Procurement Officer 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.

ABOUT AUTHORIZATION TO BID: Firms that have not received an Authorization to Bid or Not For Bid Report within a reasonable time of complete and correct original document submittal should contact the department as to the status. Firms unsure as to authorization status should call the Prequalification Section of the Bureau of Construction at the number listed at the end of these instructions. These documents must be received three days before the letting date.

ADDENDA AND REVISIONS: It is the bidder'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 or revision will be included with the Electronic Plans and Proposals. 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 bidders check IDOT's website at <http://www.idot.illinois.gov/doing-business/procurements/construction-services/construction-bulletins/transportation-bulletin/index> before submitting final bid information.

IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL FAILURES.

Addenda questions may be directed to the Contracts Office at (217)782-7806 or DOT.D&Econtracts@illinois.gov.

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

BID SUBMITTAL GUIDELINES AND CHECKLIST

- All pages should be single sided.
- Use the Cover Page that is provided in the Bid Proposal (posted on the IDOT Web Site) as the first page of your submitted bid. It has the Item number in large bold type in the upper left-hand corner of the page.
- Do not use report covers, presentation folders or special bindings and do not staple multiple times on left side like a book. Use only 1 staple in the upper left hand corner.
- Do not include any certificates of eligibility, your authorization to bid, Addendum Letters or affidavit of availability.
- Do not include the Subcontractor Documentation with your bid (pages 30-38).
- Use the envelope cover sheet (provided with the proposal) as the cover for the proposal envelope.
- Do not rely on overnight services to deliver your proposal prior to 10 AM on letting day. It will not be read if it is delivered after 10 AM.
- Do not submit your Substance Abuse Prevention Program (SAPP) with your bid. If you are awarded the contract this form is to be submitted to the Division Construction Engineer at the pre-construction conference.

BID SUBMITTAL CHECKLIST

Cover page (the sheet that has the item number on it) – This should be the first page of your proposal, **followed by your bid (the Pay Items)**. If you are using special software or CBID to generate your schedule of prices, do not include the blank schedule of prices that came with the proposal package.

Page 4 (Item 9) - Check “YES” if you will use a subcontractor(s) with an annual value over \$50,000. Include the subcontractor(s) name, address, general type of work to be performed and the dollar amount. If you will use subcontractor(s) but are uncertain who or the dollar amount; check “YES” but leave the lines blank.

After Page 4 – Insert the following documents: Cost Adjustments for Steel, Bituminous, and Fuel (if applicable) and the Contractor Letter of Assent (if applicable). The general rule should be, if you don’t know where it goes, put it after page 4.

Page 10 (Paragraph J) - Check “YES” or “NO” whether your company has any business in Iran.

Page 10 (Paragraph K) – (Not applicable to federally funded projects) List the name of the apprenticeship and training program sponsor holding the certificate of registration from the US Department of Labor. If no applicable program exists, please indicate the work/job category. **Your bid will not be read if this is not completed.** Do not include certificates with your bid. Keep the certificates in your office in case they are requested by IDOT.

Page 11 (Paragraph L) – A copy of your State Board of Elections certificate of registration is no longer required with your bid.

Page 11 (Paragraph M) – Indicate if your company has hired a lobbyist in connection with the job for which you are submitting the bid proposal.

Page 12 (Paragraph C) - This is a work sheet to determine if a completed Form A is required. It is not part of the form and you do not need to make copies for each completed Form A.

Pages 14-17 (Form A) - One Form A (4 pages) is required for each applicable person in your company. Copies of the Forms can be used and only need to be changed when the financial information changes. The certification signature and date must be original for each letting. **Do not staple the forms together.** If you answered “NO” to all of the questions in Paragraph C (page 12), complete the first section (page 14) with your company information and then sign and date the Not Applicable statement on page 17.

Page 18 (Form B) - If you check “YES” to having other current or pending contracts it is acceptable to use the phrase, “See Affidavit of Availability on file”. **Ownership Certification** (at the bottom of the page) – Check N/A if the Form A you submitted accounts for 100 percent of the company ownership. Check YES if any percentage of ownership falls outside of the parameters that require reporting on the Form A. Checking NO indicates that the Form A you submitted is not correct and you will be required to submit a revised Form A.

Pages 20-21 (Workforce Projection) - Be sure to include the Duration of the Project. It is acceptable to use the phrase “Per Contract Specifications”.

Proposal Bid Bond – (After the Proposal Signature Page) Submit your proposal bid bond (if applicable) using the current Bid Bond Form provided in the proposal package. The Power of Attorney page should be stapled to the Bid Bond. If you are using an electronic bond, include your bid bond number on the form and attach the Proof of Insurance printed from the Surety 2000 Web Site.

Disadvantaged Business Utilization Plan and/or Good Faith Effort - The last item in your bid should be the DBE Utilization Plan (SBE 2026), followed by the DBE Participation Statement (SBE 2025) and supporting paperwork. If you have documentation for a Good Faith Effort, it should follow the SBE Forms.

16A

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 July 29, 2016

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.
BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL

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



Illinois Department of Transportation
DIVISION OF AERONAUTICS

Contract No. SC070
MidAmerica St. Louis Airport
Mascoutah, Illinois
St. Clair County
Illinois Project No. BLV-4493
SBG Project No. 3-17-SBGP-111

For engineering information, contact Brian Garkie, P.E. of Crawford, Murphy & Tilly, Inc. at (314) 571-9070.

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.
- An Annual Bid Bond is included or is on file with IDOT



**Illinois Department
of Transportation**

PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of _____

Taxpayer Identification Number (Mandatory) _____

For the improvement identified and advertised for bids in the Invitation for Bids as:

**Contract No. SC070
MidAmerica St. Louis Airport
Mascoutah, Illinois
St. Clair County
Illinois Project No. BLV-4493
SBG Project No. 3-17-SBGP-111**

Airside Service Road

2. The undersigned bidder will furnish all labor, material and equipment to complete the above described project in a good workmanlike manner as provided in the contract documents provided by the Department of Transportation. This proposal will become part of the contract and the terms and conditions contained in the contract documents shall govern performance and payments.

3. **ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER.** The undersigned bidder further declares that he/she has carefully examined the proposal, plans, specifications, addenda, form of contract and contract bond, and special provisions, and that he/she has inspected in detail the site of the proposed work, and that he/she has familiarized themselves with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this bid proposal he/she waives all right to plead any misunderstanding regarding the same.
4. **EXECUTION OF CONTRACT AND CONTRACT BOND.** The undersigned bidder further agrees to execute a contract for this work and present the same to the department within fifteen (15) days after the contract has been mailed to him/her. The undersigned further agrees that he/she and his/her surety will execute and present within fifteen (15) days after the contract has been mailed to him/her contract bond satisfactory to and in the form prescribed by the Department of Transportation, in the penal sum of the full amount of the contract, or as specified in the special provisions, guaranteeing the faithful performance of the work in accordance with the terms of the contract.
5. **PROPOSAL GUARANTY.** Accompanying this proposal is either a bid bond on the department form, executed by a corporate surety company satisfactory to the department, or a proposal guaranty check consisting of a bank cashier's check or a properly certified check for not less than 5 per cent of the amount bid or for the amount specified in the following schedule:

<u>Amount of Bid</u>		<u>Proposal Guaranty</u>	<u>Amount of Bid</u>		<u>Proposal Guaranty</u>
Up to	\$5,000	\$150	\$2,000,000	to	\$3,000,000
\$5,000	to	\$300	\$3,000,000	to	\$5,000,000
\$10,000	to	\$1,000	\$5,000,000	to	\$7,500,000
\$50,000	to	\$3,000	\$7,500,000	to	\$10,000,000
\$100,000	to	\$5,000	\$10,000,000	to	\$15,000,000
\$150,000	to	\$7,500	\$15,000,000	to	\$20,000,000
\$250,000	to	\$12,500	\$20,000,000	to	\$25,000,000
\$500,000	to	\$25,000	\$25,000,000	to	\$30,000,000
\$1,000,000	to	\$50,000	\$30,000,000	to	\$35,000,000
\$1,500,000	to	\$75,000	over		\$35,000,000

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

If a combination bid is submitted, the proposal guaranties which accompany the individual proposals making up the combination will be considered as also covering the combination bid.

The amount of the proposal guaranty check is _____ \$(_____). If this proposal is accepted and the undersigned will fail to execute contract bond as required herein, it is hereby agreed that the amount of the proposal guaranty will become the property of the State of Illinois, and shall be considered as payment of damages due to delay and other causes suffered by the State because of the failure to execute said contract and contract bond; otherwise, the bid bond will become void or the proposal guaranty check will be returned to the undersigned.

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual proposal. If the guaranty check is placed in another proposal, state below where it may be found.

The proposal guaranty check will be found in the proposal for:

Item _____

Airport _____

Mark the proposal cover sheet as to the type of proposal guaranty submitted.

RETURN WITH BID

6. **COMBINATION BIDS.** The undersigned bidder 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 contract 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 in the specifications.

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

7. **SCHEDULE OF PRICES.** The undersigned bidder 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 will 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.
8. **AUTHORITY TO DO BUSINESS IN ILLINOIS.** Section 20-43 of the Illinois Procurement Code (the 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 transact business or conduct affairs in the State of Illinois prior to submitting the bid.
9. **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 (CPO) or the State Purchasing Officer (SPO) is for approval of the procurement process and execution of the contract by the Department. Neither the CPO nor the SPO shall be responsible for administration of the contract or determinations respecting performance or payment there under except as otherwise permitted in the Code
10. **The services of a subcontractor will be used.**
- Check box Yes
- Check box No

For known subcontractors with subcontracts with an annual value of more than \$50,000, the contract shall include their name, address, general type of work to be performed, and the dollar allocation for each subcontractor. (30 ILCS 500/20-120)

STATE JOB #- - - -

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - SC070

ECMS002 DTGECM03 ECMR003 PAGE 1
 RUN DATE - 06/14/16
 RUN TIME - 223046

COUNTY NAME	CODE	DIST	AIRPORT NAME	FED PROJECT	ILL PROJECT
ST CLAIR	163	08	MIDAMERICA ST. LOUIS	3-17-SBGP-111	BL-V -4493

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AR108108	1/C #8 5 KV UG CABLE	L.F.	1,075.000	X	=		
AR110202	2" PVC DUCT, DIRECT BURY	L.F.	256.000	X	=		
AR125425	TXY LIGHT INPAVEMENT OMNI-DIR	EACH	4.000	X	=		
AR125902	REMOVE BASE MOUNTED LIGHT	EACH	4.000	X	=		
AR150510	ENGINEER'S FIELD OFFICE	L.S.	1.000	X	=		
AR150520	MOBILIZATION	L.S.	1.000	X	=		
AR152410	UNCLASSIFIED EXCAVATION	C.Y.	21,212.000	X	=		
AR155540	BY-PRODUCT LIME	TON	231.000	X	=		
AR155612	SOIL PROCESSING-12"	S.Y.	9,150.000	X	=		
AR156510	SILT FENCE	L.F.	500.000	X	=		
AR156511	DITCH CHECK	EACH	42.000	X	=		
AR156520	INLET PROTECTION	EACH	11.000	X	=		
AR156531	EROSION CONTROL BLANKET	S.Y.	13,705.000	X	=		
AR209609	CRUSHED AGG. BASE COURSE-9"	S.Y.	9,150.000	X	=		
AR209618	CRUSHED AGG. BASE COURSE-18"	S.Y.	1,090.000	X	=		

MIDAMERICA ST. LOUIS
ST CLAIR

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER - SC070

ECMS002 DTGECM03 ECMR003 PAGE 2
RUN DATE - 06/14/16
RUN TIME - 223046

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AR401610	BITUMINOUS SURFACE COURSE	TON	1,445.000	X	=		
AR401900	REMOVE BITUMINOUS PAVEMENT	S.Y.	768.000	X	=		
AR403610	BITUMINOUS BASE COURSE	TON	1,445.000	X	=		
AR602510	BITUMINOUS PRIME COAT	GAL.	3,664.000	X	=		
AR603510	BITUMINOUS TACK COAT	GAL.	1,466.000	X	=		
AR620520	PAVEMENT MARKING-WATERBORNE	S.F.	5,698.000	X	=		
AR620525	PAVEMENT MARKING-BLACK BORDER	S.F.	1,356.000	X	=		
AR701524	24" RCP, CLASS IV	L.F.	391.000	X	=		
AR701530	30" RCP, CLASS IV	L.F.	874.000	X	=		
AR701536	36" RCP, CLASS IV	L.F.	1,435.000	X	=		
AR701542	42" RCP, CLASS IV	L.F.	860.000	X	=		
AR701548	48" RCP, CLASS IV	L.F.	6.000	X	=		
AR701900	REMOVE PIPE	L.F.	143.000	X	=		
AR751416	TYPE 1 INLET	EACH	2.000	X	=		
AR751417	TYPE 2 INLET	EACH	9.000	X	=		

MIDAMERICA ST. LOUIS
ST CLAIR

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER - SC070

ECMS002 DTGECM03 ECMR003 PAGE 3
RUN DATE - 06/14/16
RUN TIME - 223046

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
AR751540	MANHOLE 4'	EACH	1.000	X	=		
AR752424	PRECAST REINFORCED CONC. FES 24"	EACH	1.000	X	=		
AR752430	PRECAST REINFORCED CONC. FES 30"	EACH	3.000	X	=		
AR752436	PRECAST REINFORCED CONC. FES 36"	EACH	1.000	X	=		
AR752900	REMOVE END SECTION	EACH	8.000	X	=		
AR801987	INSTALL STOP SIGN W/UNL. AIRF. SI	EACH	4.000	X	=		
AR801988	STOPLIGHT VEHICLE GATE	L.S.	1.000	X	=		
AR901510	SEEDING	ACRE	13.000	X	=		
AR904510	SODDING	S.Y.	1,260.000	X	=		
AR908510	MULCHING	ACRE	13.000	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

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

I. GENERAL

A. Article 50 of the Code establishes the duty of all State CPOs, SPOs, 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 CPO to void the contract, and may result in the suspension or debarment of the bidder or subcontractor. If a false certification is made by a subcontractor, the contractor's submitted bid and the executed contract may not be declared void unless the contractor refuses to terminate the subcontract upon the States' request after a finding that the subcontractor's certification was false.

I acknowledge, understand and accept these terms and conditions.

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

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 calendar 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.

RETURN WITH BID

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.

B. Negotiations

Section 50-15. Negotiations.

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.

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

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 provide a submission to a vendor portal or 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, not making a submission to a vendor portal or who withholds a bid or submission to a vendor portal in consideration of the promise for the payment of money or other valuable thing is guilty of a Class 4 felony.

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

Section 50-30. Revolving door prohibition.

CPOs, SPOs, 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.

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

Section 50-40. Reporting anticompetitive practices.

When, for any reason, any vendor, bidder, contractor, CPO, SPO, 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 CPO.

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 or submission to a vendor portal is submitted.

F. Confidentiality

Section 50-45. Confidentiality.

Any CPO, SPO, 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.

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.

RETURN WITH BID

G. Insider Information

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.

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.

I acknowledge, understand and accept these terms and conditions for the above assurances.

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 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 CPO 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

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 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 2012.

(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 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 CPO 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.

The contractor or subcontractor certifies that it is not barred from being awarded a contract under Section 50-5.

B. Felons

Section 50-10. Felons.

(a) 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.

(b) Certification. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Code and every vendor's submission to a vendor portal 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 CPO may declare the related contract void if any of the certifications required by this Section are false.

RETURN WITH BID

C. Debt Delinquency

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 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 CPO 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

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

The bidder or contractor or subcontractor, respectively, certifies in accordance with Section 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 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 CPO 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

Section 50-14 Environmental Protection Act violations.

The bidder or contractor or subcontractor, respectively, certifies in accordance with Section 50-14 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 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 CPO may declare the contract void if this certification is false.

F. Educational Loan

Section 3 of the Educational Loan Default Act, 5 ILCS 385/3

Pursuant to the Educational Loan Default Act, no State agency shall contract with an individual for goods or services if that individual is in default on an educational loan.

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

Section 33E-11 of the Criminal Code of 2012, 720 ILCS 5/33E-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.

(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.

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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.

H. International Anti-Boycott

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

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

I. Drug Free Workplace

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.

The bidder certifies that if awarded a contract in excess of \$5,000 it will provide a drug free workplace in compliance with the provisions of the Act.

J. Disclosure of Business Operations in Iran

Section 50-36 of the Code 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 may 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 on the attached document.

RETURN WITH BID

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

In accordance with the provisions of Section 30-22 (6) of the 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.**

Additionally, Section 30-22 of the Code requires that the bidder certify that an Illinois office be maintained as the primary place of employment for persons employed for this contract.

_____ **NA-FEDERAL** _____

The requirements of these certifications and disclosures are a material part of the contract, and the contractor shall require these certification provisions 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.

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

Sections 20-160 and 50-37 of the 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 or any other procurement opportunity 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 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. If the business entity is required to register, the CPO shall verify that it is in compliance on the date the bid or proposal is due. The CPO shall not accept a bid or proposal if the business entity is not in compliance with the registration requirements.

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 50-60 of the Code. This provision does not apply to Federal-aid contracts.

M. Lobbyist Disclosure

Section 50-38 of the 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 CPO 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 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: _____

I acknowledge, understand and accept these terms and conditions for the above certifications.

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 CPO may void the bid, or contract, 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 Code. Furthermore, the CPO 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 Code provides that all bids of more than \$50,000 and all submissions to a vendor portal 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 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 100 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 individual 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 individual 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. A separate Disclosure Form A must be submitted with the bid for each individual meeting the above requirements. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies and a total ownership certification. **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 100 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any individual 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 an individual 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 individual 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 an individual that is authorized to execute contracts for your organization. The individual signing can be, but does not have to be, the individual 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 an individual 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 Section 50-35 of the 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 \$50,000, 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.

1. Are you currently an officer or employee of either the Capitol Development Board or the Illinois State Toll Highway Authority? Yes____ No____

2. 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 two 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 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 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 two 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 _____

RETURN WITH BID

(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): _____

RETURN WITH BID

4. Suspension or 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: suspension or 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: _____ Date _____
Signature of Individual or Authorized Officer

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.

_____ Date _____
Signature of Authorized Officer

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

RETURN WITH BID

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 Section 50-35 of the Code (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for all bids.

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 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

Signature of Authorized Representative, Date

OWNERSHIP CERTIFICATION

Please certify that the following statement is true if the individuals for all submitted Form A disclosures do not total 100% of ownership.

Any remaining ownership interest is held by individuals receiving less than \$106,447.20 of the bidding entity's or parent entity's distributive income or holding less than a 5% ownership interest.

Yes No N/A (Form A disclosure(s) established 100% ownership)

RETURN WITH BID

SPECIAL NOTICE TO CONTRACTORS

The following requirements of the Illinois Human Rights Act (775 ILCS 5/et seq), and applicable administrative rules, apply:

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 Title 44, Illinois Administrative Code, Section 750.120. 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

**Contract No. SC070
MidAmerica St. Louis Airport
Mascoutah, Illinois
St. Clair County
Illinois Project No. BLV-4493
SBG Project No. 3-17-SBGP-111**

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 **Illinois 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 only 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

ADDITIONAL FEDERAL REQUIREMENTS

In addition to the Required Contract Provisions for Federally funded airport construction contracts, all bidders make the following certifications.

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

1. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
Yes____ No____

2. 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____

RETURN WITH BID

**Contract No. SC070
MidAmerica St. Louis Airport
Mascoutah, Illinois
St. Clair County
Illinois Project No. BLV-4493
SBG Project No. 3-17-SBGP-111**

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 3 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 _____

(IF A CORPORATION) Signature of Authorized Representative _____

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 _____

(IF A JOINT VENTURE) Signature of Authorized Representative _____

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. _____ SBG Pr. 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 Guaranty 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 _____



**Division of Highways
Proposal Bid Bond
(Return with Bid)**



Item No. _____

Letting Date _____

KNOW ALL PERSONS BY THESE PRESENTS, _____

as PRINCIPAL, _____

as SURETY, and held jointly, severally and firmly bound unto the STATE OF ILLINOIS in the penal sum of 5 percent of the total bid price, or for the amount specified in the bid proposal under "Proposal Guaranty" in effect on the date of the Invitation for Bids, whichever is the lesser sum, well and truly to be paid unto said STATE OF ILLINOIS, 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 STATE OF ILLINOIS, acting through the Department of Transportation, for the improvement designated by the Transportation Bulletin Item Number and Letting Date indicated above.

NOW, THEREFORE, if the Department shall accept the bid proposal of the PRINCIPAL; and if the PRINCIPAL shall, within the time and as specified in the bidding and contract documents; and if, after award by the Department, 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 enter into such contract and to give the specified bond, the PRINCIPAL pays to the Department the difference not to exceed the penalty hereof between the amount specified in the bid proposal and such larger amount for which the Department 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 Department 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 Department within fifteen (15) days of written demand therefor. If Surety does not make full payment within such period of time, the Department may bring an action to collect the amount owed. Surety is liable to the Department for all its expenses, including attorney's fees, incurred in any litigation in which it prevails either in whole or in part.

In TESTIMONY WHEREOF, the said PRINCIPAL has caused this instrument to be signed by its officer
_____ day of _____ A.D., _____

In TESTIMONY WHEREOF, the said SURETY has caused this instrument to be signed by its officer
_____ day of _____ A.D., _____

(Company Name)

(Company Name)

By _____
(Signature and Title)

By _____
(Signature of Attorney-in-Fact)

Notary for PRINCIPAL

Notary for SURETY

STATE OF _____
COUNTY OF _____

STATE OF _____
COUNTY OF _____

Signed and attested before me on _____ (date)
by _____
(Name of Notary Public)

Signed and attested before me on _____ (date)
by _____
(Name of Notary Public)

(Seal) _____
(Signature of Notary Public)

(Seal) _____
(Signature of Notary Public)

(Date Commission Expires)

(Date Commission Expires)

In lieu of completing the above section of the Proposal Bid Bond form, the Principal may file an Electronic Bid Bond. By signing the proposal the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the State of Illinois 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. SC070
MidAmerica St. Louis Airport
Mascoutah, Illinois
St. Clair County
Illinois Project No. BLV-4493
SBG Project No. 3-17-SBGP-111



Illinois Department of Transportation

SUBCONTRACTOR DOCUMENTATION

Public Acts 96-0795, 96-0920, and 97-0895 enacted substantial changes to the provisions of the 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 that entered into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Code and approved in accordance with Section 80-01 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 Illinois Department of Transportation's CPO upon request within 15 calendar days after execution of the subcontract.

Financial disclosures required pursuant to Section 50-35 of the Code must be submitted for all applicable subcontractors. The subcontract shall contain the certifications required to be made by subcontractors pursuant to Article 50 of the 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 Code establishes the duty of all State CPOs, SPOs, 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 CPO may terminate or void the contract approval if it is later determined that the bidder or subcontractor rendered a false or erroneous certification. If a false certification is made by a subcontractor the contractor's submitted bid and the executed contract may not be declared void unless the contractor refuses to terminate the subcontract upon the State's request after a finding that the subcontractor's certification was false.

Section 50-2 of the 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 CPO 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

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 2012.

(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 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 CPO 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.

The contractor or subcontractor certifies that it is not barred from being awarded a contract under Section 50-5.

B. Felons

Section 50-10. Felons.

(a.) 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.

(b.) Certification. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the 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 CPO may declare the related contract void if any of the certifications required by this Section are false.

RETURN WITH SUBCONTRACT

C. Debt Delinquency

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 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 CPO 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

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 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 CPO 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 500/50-14 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 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 CPO 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.

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p style="text-align: center;">Name of Subcontracting Company</p> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/>		
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p style="text-align: center;">Authorized Officer</p>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p style="text-align: center;">Date</p>	

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 CPO 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 Code. Furthermore, CPO may void the contract.

B. Financial Interests and Conflicts of Interest

1. Section 50-35 of the Code provides that all subcontracts with a total value of \$50,000 or more from subcontractors identified in Section 20-120 of the 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 100 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any individual 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 Individual 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 individual 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. A separate Disclosure Form A must be submitted with the bid for each individual meeting the above requirements. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies and a total ownership certification. **The forms must be included with each bid.**

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 100 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any individual 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 an individual 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 individual 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 an individual that is authorized to execute contracts for your organization. The individual signing can be, but does not have to be, the individual 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 an individual that is authorized to execute contracts for your company.

RETURN WITH SUBCONTRACT

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 Section 50-35 of the 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 \$50,000 or more, from subcontractors identified in Section 20-120 of the 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.**

The current annual 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 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 _____

RETURN WITH SUBCONTRACT

(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): _____

RETURN WITH SUBCONTRACT

4. Suspension or 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: suspension or 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: _____ Date _____
Signature of Individual or Authorized Officer

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.

_____ Date _____
Signature of Authorized Officer

RETURN WITH SUBCONTRACT

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B
Subcontractor: Other Contracts & Procurement Related Information Disclosure

Form with fields: 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 Section 50-35 of the Code (30 ILCS 500). This information shall become part of the publicly available contract file.

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 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

Signature box with fields: Signature of Authorized Officer, Date

OWNERSHIP CERTIFICATION

Please certify that the following statement is true if the individuals for all submitted Form A disclosures do not total 100% of ownership.

Any remaining ownership interest is held by individuals receiving less than \$106,447.20 of the bidding entity's or parent entity's distributive income or holding less than a 5% ownership interest.

Yes No N/A (Form A disclosure(s) established 100% ownership)



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. Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). Paper-based bids are to be submitted to the Chief Procurement Officer for the Department of Transportation in care of the Chief Contracts Official at the Harry R. Hanley Building, 2300 South Dirksen Parkway in Springfield, Illinois until 10:00 a.m., July 29, 2016. 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 10:00 a.m.

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

**Contract No. SC070
MidAmerica St. Louis Airport
Mascoutah, Illinois
St. Clair County
Illinois Project No. BLV-4493
SBG Project No. 3-17-SBGP-111**

Airside Service Road

3. **INSTRUCTIONS TO BIDDERS.**

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

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

4. **AWARD CRITERIA AND REJECTION OF BIDS.** This contract will be awarded within 60 calendar days 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 NON-MANDATORY pre-bid conference held Tuesday, July 12, 2016 at 9:00 AM at the MidAmerica St. Louis Airport Passenger Terminal Building Administration Offices Conference Room located at 9656 Air Terminal Drive, Mascoutah, IL 62258. For engineering information, contact Brian Garkie, P.E. of Crawford, Murphy & Tilly, Inc. at 314-571-9070.

6. **DISADVANTAGED BUSINESS POLICY.** The DBE goal for this contract is 12.0%.

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 June 3, 2016 and the Construction Plans dated June 3, 2016 as approved by the Department of Transportation, Division of Aeronautics.

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

a. Additive Alternates

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

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

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

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

b. Optional Alternates

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

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

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

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

The contract time for this contract is 90 calendar days.

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

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

By Order of the
Illinois Department of Transportation

Randall S. Blankenhorn
Secretary of Transportation

ILLINOIS DEPARTMENT OF TRANSPORTATION
DIVISION OF AERONAUTICS

REQUIRED CONTRACT PROVISIONS FOR STATE FUNDED AIRPORT CONSTRUCTION PROJECTS

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

DISADVANTAGED BUSINESS POLICY

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

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

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

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

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

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

SPECIAL PROVISION FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: July 2, 2016

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, which may include, but is not limited to:

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

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 12.0% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

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

BIDDING PROCEDURES. Compliance with this Special Provision is required prior to the award of the contract and the failure of the low bidder to comply will render the bid not responsive.

In order to assure the timely award of the contract, the low bidder shall submit:

- (a) The bidder shall submit a DBE Utilization Plan on completed Department forms SBE 2025 and 2026.
 - (1) The final Utilization Plan must be submitted within five calendar days after the date of the letting in accordance with subsection (a)(2) of Bidding Procedures.
 - (2) To meet the five day requirement, the bidder may send the Utilization Plan electronically by scanning and sending to DOT.DBE.UP@illinois.gov or faxing to (217) 785-1524. The subject line must include the bid Item Number and the Letting date. The Utilization Plan should be sent as one .pdf file, rather than multiple files and emails for the same Item Number. It is the responsibility of the bidder to obtain confirmation of email or fax delivery.

Alternatively, the Utilization Plan may be sent by certified mail or delivery service within the five calendar day period. If a question arises concerning the mailing date of a Utilization Plan, the mailing date will be established by the U.S. Postal Service postmark on the certified mail receipt from the U.S. Postal Service or the receipt issued by a delivery service when the Utilization Plan is received by the Department. It is the responsibility of the bidder to ensure the postmark or receipt date is affixed within the five days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Utilization Plan is to be submitted to:

Illinois Department of Transportation
Bureau of Small Business Enterprises
Contract Compliance Section
2300 South Dirksen Parkway, Room 319
Springfield, Illinois 62764

The Department will not accept a Utilization Plan if it does not meet the five day submittal requirement and the bid will be declared not responsive. In the event the bid is declared not responsive due to a failure to submit a Utilization Plan or failure to comply with the bidding procedures set forth herein, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty, and may deny authorization to bid the project if re-advertised for bids. The Department reserves the right to invite any other bidder to submit a Utilization Plan at any time for award consideration.

- (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 Utilization 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 scanned or 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 names and addresses 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 Utilization 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; the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor is selected over a DBE for work on the contract.

GOOD FAITH EFFORT PROCEDURES. 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 that enough DBE participation has been obtained or document that good faith efforts of the bidder, in the event enough DBE participation has not been obtained, before the Department will commit to the performance of the contract by the bidder. The Utilization Plan will be approved by the Department if the Utilization Plan documents sufficient commercially useful DBE work to meet the contract goal or the bidder submits sufficient documentation of a good faith effort to meet the contract goal pursuant to 49 CFR Part 26, Appendix A. The Utilization Plan will not be approved by the Department if the Utilization Plan does not document 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. In accordance with subsection (c)(6) of the above Bidding Procedures, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.
- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
 - (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
 - (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines 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 or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons for the determination. If the Utilization Plan is not approved because it is deficient as a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no more than a five calendar day period in order to cure the deficiency.
 - (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after the 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 or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be 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 documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for consideration, 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 DBE regular dealer or DBE manufacturer.

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

- (a) **NO AMENDMENT.** No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be 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) **CHANGES TO WORK.** Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A or AER 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, 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.
- (c) **SUBCONTRACT.** The Contractor must provide DBE subcontracts to IDOT upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.
- (d) **ALTERNATIVE WORK METHODS.** In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
 - (1) 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 reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.
- (e) **TERMINATION AND REPLACEMENT PROCEDURES.** The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in this Special

Provision. The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the Department's written consent as provided in subsection (a) of this part. Unless Department consent is provided for termination of a DBE subcontractor, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBE in the Utilization Plan.

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

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

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

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

- (f) **PAYMENT RECORDS.** 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 Resident Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes 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 (h) of this part.

- (g) **ENFORCEMENT.** The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.
- (h) **RECONSIDERATION.** Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department. The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.

SPECIAL PROVISION FOR WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

Revised: April 2, 2015

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

The report shall be submitted to the Resident Engineer on Division of Aeronautics Form "AER 723" within ten business days following the reporting period. The reporting period shall be Monday through Sunday for each week reportable trucking activities occur.

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

SPECIAL PROVISION FOR SUBCONTRACTOR MOBILIZATION PAYMENTS

Revised: April 1, 2011

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

This mobilization payment shall be made at least 14 days prior to the subcontractor starting work. The amount paid shall be equal to 3 percent of the amount of the subcontract reported on form AER 260A submitted for the approval of the subcontractor's work.

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

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

SPECIAL PROVISION FOR PAYMENTS TO SUBCONTRACTORS

Revised: January 1, 2006

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

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

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

When progress payments are made to the Contractor according to Article 90-07 of the Standard Specifications, the Contractor shall make a corresponding payment to each subcontractor and material supplier in proportion to the work satisfactorily completed by each subcontractor and for the material supplied to perform any work of the contract. The proportionate amount of partial payment due to each subcontractor and material supplier throughout the contracting chain shall be determined by the quantities measured or otherwise determined as eligible for payment by the Department and included in the progress payment to the Contractor. Subcontractors and material suppliers shall be paid by the Contractor within 15 calendar days after the receipt of payment from the Department. The

Contractor shall not hold retainage from the subcontractors. These obligations shall also apply to any payments made by subcontractors and material suppliers to their subcontractors and material suppliers; and to all payments made to lower tier subcontractors and material suppliers throughout the contracting chain. Any payment or portion of a payment subject to this provision may only be withheld from the subcontractor or material supplier to whom it is due for reasonable cause.

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

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

Effective: February 1, 1969

Revised: April 1, 2015

EQUAL EMPLOYMENT OPPORTUNITY

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

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

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

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

(3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

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

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

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

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

SPECIAL PROVISION FOR NPDES CERTIFICATION

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

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

The Airport Owner or its Agent will:

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

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

SPECIAL PROVISION FOR COMPLETION TIME VIA CALENDAR DAYS

It being understood and agreed that the completion within the time limit is an essential part of the contract, the bidder agrees to complete the work within 90 calendar days, unless additional time is granted by the Engineer in accordance with the provisions of the specifications. In case of failure to complete the work on or before the time named herein, or within such extra time as may have been allowed by extensions, the bidder agrees that the Department of Transportation shall withhold from such sum as may be due him/her under the terms of this contract, the costs, as set forth in Section 80-09 Failure to Complete on Time of the Standard Specifications, which costs shall be considered and treated not as a penalty but as damages due to the State from the bidder by reason of the failure of the bidder to complete the work within the time specified in the contract.

State of Illinois
Department of Transportation

SPECIAL PROVISION
FOR
SECTION 80 PROSECUTION AND PROGRESS

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

80-09 FAILURE TO COMPLETE ON TIME.

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

ADD:

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

State of Illinois
Department of Transportation

SPECIAL PROVISION
FOR
SECTION 90 MEASUREMENT AND PAYMENT

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

90-07 PARTIAL PAYMENTS.

DELETE: The entire section.

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

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

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

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

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

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

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

90-10 TRUST AGREEMENT OPTION.

DELETE: The entire section.



Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors

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REQUIREMENTS

1. Required Contract Provisions

Federal laws and regulations require that recipients of federal assistance (Sponsors) include specific contract provisions in certain contracts, requests for proposals, or invitations to bid.

Certain provisions must be included in all sponsor contracts, regardless of *whether or not* the contracts are federally-funded. This requirement was established when a sponsor accepted the Airport Improvement Program (AIP) grant assurances.

To maintain eligibility of their procurement actions, a sponsor must incorporate applicable contract provisions in all federally-assisted procurement and contract documents, including all subcontracts. For purposes of determining requirements for contract provisions, the term **contract** includes subcontracts.

2. Sponsor Requirements

In general, the sponsor must:

- 1) Incorporate applicable contract provisions in each contract funded under AIP;
 - a. Except as noted herein, a sponsor must physically incorporate the text of the provision within the procurement documents.
 - b. Where specifically noted, sponsors may incorporate select provisions by reference provided the sponsor indicates that the reference has the same force and effect as if given in full text.
- 2) Require the contractor (including all subcontractors) to insert these contract provisions in each lower tier contracts (e.g. subcontract or sub-agreement);
- 3) Require the contractor (or subcontractor) to incorporate the applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
- 4) Require that the prime contractor be responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider;
- 5) Verify that any required local or State provision does not conflict with, or alter a Federal law or regulation.

3. Incorporation of Provisions

The statutes and regulations that establish the requirements for contract provisions do not always specify language the sponsor must use to address the requirement. Appendix A of this guide provides information on when a provision or clause has mandatory language that a sponsor must apply. Refer to the subheading *Applicability* for each provision.

Whenever a clause or provision has mandatory text, the sponsor must incorporate the text of the provision without change. The only exception to this restriction is for those instances within the provision text that require the sponsor to insert appropriate information such as name or value. To align with the sponsor's standard contract language, the word "Owner" may also be replaced with "Airport Authority" or their standard method of referring to the sponsor in contracts. Any modification beyond what is specifically permitted is not permitted and may invalidate the clause.

For those provisions that do not have required language, this guidance provides model language acceptable to the FAA in meeting the intent and purpose of the law or regulation. Some sponsors may already have standard procurement language that is equivalent to those Federal provisions that do not have explicit mandatory language. In these cases, sponsors may use their existing standard procurement provision language provided the text meets the intent and purpose of the Federal law or regulation.

Contract clause language must be made available to bidders. The Sponsor does this by including the required language in Requests for Bids, Notices to Bidders, or in the contract.

4. Requests for Bids (Advertisement) and Notice to Bidders

The sponsor may incorporate certain provisions *by reference* in the Request for Bids (the Advertisement) rather than including the entire text of the provision in the Request or Notice to Bidders. The sponsor must incorporate the full text of these provisions within any contract that originates from the procurement action. The provisions that can be incorporated by reference in the Request or Notice are:

- 1) Buy American Preference
- 2) Foreign Trade Restriction
- 3) Davis Bacon
- 4) Affirmative Action
- 5) Government-wide Debarment and Suspension
- 6) Government-wide Requirements for Drug-free Workplace

5. Requirements For All Contracts Entered into by Obligated Sponsors.

A sponsor's acceptance of previous grant assurances obligates them to include certain notifications in all contracts and procurement actions they undertake regardless of funding source. Contracts and agreements fully funded by the sponsor must incorporate those select provisions.

6. Failure to Comply with Provisions

Sponsor failure to incorporate required provisions will jeopardize AIP eligibility of the sponsor's project. Contractor failure to comply with the terms of these contract provisions may be sufficient grounds to:

- 1) Withhold progress payments or final payment;

- 2) Terminate the contract for cause;
- 3) Seek suspension/debarment; or
- 4) Take other action determined to be appropriate by the sponsor or the FAA.

7. Applicability Matrix for Contract Provisions

Table 1 summarizes the applicability of contract provisions based upon the type of contract or agreement. The dollar threshold represents the value at which, when equal to or exceeded, the sponsor must incorporate the provision in their contract or agreement. Supplemental information addressing applicability and use for each provision is located in Appendix A.

Meaning of cell values

- REQD - a provision the sponsor must incorporate in their procurement action.
- Limited –a provision with limited applicability depending on circumstances of the procurement.
- n/a – a provision that is not applicable for that procurement type.

Table 1 – Applicability of Provisions

Provision	Dollar Threshold	Professional Services	Construction	Equipment	Property (Land)	Non-AIP Contracts
a. Access to Records and Reports	\$ 0	REQD	REQD	REQD	REQD	n/a
b. Buy American Preferences	\$ 0	Limited	REQD	REQD	Limited	n/a
c. Civil Rights – General	\$ 0	REQD	REQD	REQD	REQD	REQD
d. Civil Rights - Title VI Assurances	\$ 0	REQD	REQD	REQD	REQD	REQD
(1) Notice - Solicitation	\$ 0	REQD	REQD	REQD	REQD	REQD
(2) Clause - Contracts	\$ 0	REQD	REQD	REQD	REQD	REQD
(3) Clause – Transfer of U.S. Property	\$ 0	n/a	n/a	n/a	REQD	REQD
(4) Clause – Transfer of Real Property	\$ 0	n/a	n/a	n/a	REQD	REQD
(5) Clause - Construct/Use/Access to Real Property	\$ 0	n/a	n/a	n/a	REQD	REQD
(6) List – Pertinent Authorities	\$ 0	REQD	REQD	REQD	REQD	REQD
e. Disadvantaged Business Enterprise	\$ 0	REQD	REQD	REQD	REQD	n/a
f. Energy Conservation Requirements	\$ 0	REQD	REQD	REQD	REQD	n/a
g. Federal Fair Labor Standards Act	\$ 0	REQD	REQD	REQD	REQD	REQD
h. Occupational Safety and Health Act	\$ 0	REQD	REQD	REQD	REQD	REQD
i. Rights to Inventions	\$ 0	Limited	Limited	Limited	n/a	n/a
j. Trade Restriction Certification	\$ 0	REQD	REQD	REQD	REQD	n/a
k. Veteran’s Preference	\$ 0	REQD	REQD	REQD	REQD	n/a
l. Seismic Safety	\$ 0	Limited	Limited	n/a	n/a	n/a
m. Copeland Anti-Kickback	\$ 2,000	Limited	REQD	Limited	Limited	n/a
n. Davis Bacon Requirements	\$ 2,000	Limited	REQD	Limited	Limited	n/a
o. Distracted Driving	\$3,000	REQD	REQD	REQD	REQD	n/a
p. Affirmative Action Requirement	\$10,000	Limited	REQD	Limited	Limited	n/a
q. Equal Employment Opportunity	\$10,000	Limited	REQD	Limited	Limited	n/a
(1) EEO Contract Clause	\$10,000	Limited	REQD	Limited	Limited	n/a
(2) EEO Specification	\$10,000	Limited	REQD	Limited	Limited	n/a
r. Prohibition of Segregated Facilities	\$10,000	Limited	REQD	Limited	Limited	n/a
s. Recovered Materials	\$10,000	Limited	REQD	REQD	Limited	n/a
t. Termination of Contract	\$10,000	REQD	REQD	REQD	REQD	n/a
u. Debarment and Suspension	\$25,000	REQD	REQD	REQD	Limited	n/a
v. Contract Work Hours and Safety Standards	\$100,000	Limited	REQD	Limited	Limited	n/a
w. Lobbying Federal Employees	\$ 100,000	REQD	REQD	REQD	REQD	n/a
x. Breach of Contract	\$150,000	REQD	REQD	REQD	REQD	n/a
y. Clean Air/Water Pollution Control	\$150,000	REQD	REQD	REQD	REQD	n/a

APPENDIX A – CONTRACT PROVISIONS

A1 ACCESS TO RECORDS AND REPORTS

A1.1 SOURCE

2 CFR § 200.333

2 CFR § 200.336

FAA Order 5100.38

A1.2 APPLICABILITY

2 CFR § 200.333 requires a sponsor to retain records pertinent to a Federal award for a period of three years from submission of final closure documents. 2 CFR § 200.336 establishes that sponsors must provide Federal entities the right to access records pertinent to the Federal award. FAA policy extends these requirements to the sponsor's contracts and subcontracts of AIP funded projects.

Contract Types – The sponsor must include this provision in all contracts and subcontracts of AIP funded projects.

Use of Provision – The regulation does not prescribe mandatory language, the following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of part 200.

A1.3 CONTRACT CLAUSE

ACCESS TO RECORDS AND REPORTS

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

A2 AFFIRMATIVE ACTION REQUIREMENTS

A2.1 SOURCE

41 CFR part 60-4

Executive Order 11246

A2.2 APPLICABILITY

Minority Participation. Sponsors are required to set goals for minority participation in AIP funded projects. The goals for minority participation depend on Economic Area (EA) and Standard Metropolitan Statistical Area (SMSA) as established in Volume 45 of the Federal Register dated 10/3/80. Page 65984 contains a table of all EAs and SMSAs and the associated minority participation goals.

To find the goals for minority participation, a sponsor must either refer to the Federal Register Notice or to the Department of Labor document, "Technical Assistance Guide for Federal Construction Contractors". EA's and SMSA's cross state boundaries so a sponsor may have to refer to entries for adjacent states to find their project location.

A sponsor must insert the applicable percentage minority goal. Sponsor must not simply insert a reference to the Federal Register Notice.

Female Participation. Executive Order 11246 has set a goal of 6.9% nationally for female participation for all construction contractors. This value does not change per county or state.

Contract Types –

Construction: The sponsor must incorporate this notice in all solicitations for bids or requests for proposals for AIP funded construction work contracts and subcontracts that exceed \$10,000. Construction work means construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

Equipment: The sponsor must incorporate this notice in any equipment project exceeding \$10,000 that involves installation of equipment onsite (e.g. electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at the vendor plant (e.g. firefighting and snow removal vehicles)

Professional Services: The sponsor must incorporate this notice in any professional service agreement if the professional service agreement includes construction work (as defined above) that exceed \$10,000. Examples include installation of noise monitoring systems.

Property/Land: The sponsor must incorporate this notice in any agreement associated with land acquisition if the agreement includes construction work (defined above) that exceeds \$10,000. Examples include demolition of structures or installation of boundary fencing.

Use of Provision – The sponsor must incorporate the text of this provision without modification. The sponsor must incorporate the established minority participation goal and the covered area by geographic name within the provision text.

A2.3 CONTRACT CLAUSE

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY

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

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

AREA COVERED (STATEWIDE)

Goals for Women apply nationwide.

GOAL

Goal (percent)

Female Utilization..... 6.9

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

<u>Economic Area (percent)</u>	Goal
056 Paducah, KY: Non-SMSA Counties - IL - Hardin, Massac, Pope KY - Ballard, Caldwell, Calloway, Carlisle, Crittenden, Fulton, Graves, Hickman, Livingston, Lyon, McCracken, Marshall	5.2
080 Evansville, IN: Non-SMSA Counties - IL - Edwards, Gallatin, Hamilton, Lawrence, Saline, Wabash, White IN - Dubois, Knox, Perry, Pike, Spencer KY - Hancock, Hopkins, McLean, Mublenberg, Ohio, Union, Webster	3.5
081 Terre Haute, IN: Non-SMSA Counties - IL - Clark, Crawford IN - Parke	2.5
083 Chicago, IL: SMSA Counties: 1600 Chicago, IL - IL - Cook, DuPage, Kane, Lake, McHenry, Will	19.6
3740 Kankakee, IL - IL - Kankakee	9.1
Non-SMSA Counties IL - Bureau, DeKalb, Grundy, Iroquois, Kendall, LaSalle, Livingston, Putnam IN - Jasper, Laporte, Newton, Pulaski, Starke	18.4
084 Champaign - Urbana, IL: SMSA Counties: 1400 Champaign - Urbana - Rantoul, IL - IL - Champaign	7.8
Non-SMSA Counties - IL - Coles, Cumberland, Douglas, Edgar, Ford, Piatt, Vermilion	4.8
085 Springfield - Decatur, IL: SMSA Counties:	

2040 Decatur, IL - IL - Macon	7.6
7880 Springfield, IL - IL - Mendard, Sangamon	4.5
Non-SMSA Counties IL - Cass, Christian, Dewitt, Logan, Morgan, Moultrie, Scott, Shelby	4.0
086 Quincy, IL: Non-SMSA Counties	3.1
IL - Adams, Brown, Pike MO - Lewis, Marion, Pike, Ralls	
087 Peoria, IL: SMSA Counties: 1040 Bloomington - Normal, IL - IL - McLean	2.5
6120 Peoria, IL - IL - Peoria, Tazewell, Woodford	4.4
Non-SMSA Counties - IL - Fulton, Knox, McDonough, Marshall, Mason, Schuyler, Stark, Warren	3.3
088 Rockford, IL: SMSA Counties: 6880 Rockford, IL - IL - Boone, Winnebago	6.3
Non-SMSA Counties - IL - Lee, Ogle, Stephenson	4.6
098 Dubuque, IA: Non-SMSA Counties - IL - JoDaviess IA - Atlamakee, Clayton, Delaware, Jackson, Winnesheik WI - Crawford, Grant, Lafayette	0.5
099 Davenport, Rock Island, Moline, IA - IL: SMSA Counties: 1960 Davenport, Rock Island, Moline, IA - IL - IL - Henry, Rock Island IA - Scott	4.6
Non-SMSA Counties - IL - Carroll, Hancock, Henderson, Mercer, Whiteside IA - Clinton, DesMoines, Henry, Lee, Louisa, Muscatine MO - Clark	3.4
107 St. Louis, MO: SMSA Counties: 7040 St. Louis, MO - IL - IL - Clinton, Madison, Monroe, St. Clair MO - Franklin, Jefferson, St. Charles, St. Louis, St. Louis City	14.7
Non-SMSA Counties - IL - Alexander, Bond, Calhoun, Clay, Effingham, Fayette, Franklin, Greene, 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	11.4

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

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals.

The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

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

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

A3 BREACH OF CONTRACT TERMS

A3.1 SOURCE

2 CFR § 200 Appendix II(A)

A3.2 APPLICABILITY

This provision requires sponsors to incorporate administrative, contractual or legal remedies if contractors violate or breach contract terms. The sponsor must also include appropriate sanctions and penalties.

Contract Types – This provision is required for all contracts that exceed the simplified acquisition threshold as stated in 2 CFR Part 200, Appendix II (A). This threshold is occasionally adjusted for inflation, and is now equal to \$150,000.

Use of Provision – The regulation does not prescribe mandatory language. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of part 200. Select either "contractor" or "consultant" as applicable.

A3.3 CONTRACT CLAUSE

BREACH OF CONTRACT TERMS

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

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

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

A4 BUY AMERICAN PREFERENCE

A4.1 SOURCE

Title 49 USC § 50101

A4.2 APPLICABILITY

The sponsor must meet the Buy American preference requirements found in 49 USC § 50101 in all AIP-funded projects. The Buy America requirements flow down from the sponsor to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The Buy American preference also applies to professional service agreements if the agreement includes any manufactured product as a deliverable.

A4.3 CONTRACT CLAUSE

- (a) The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program (AIP).
- (b) Any and all steel products used in the performance of this contract by the Contractor, subcontractors, producers, and suppliers are required to adhere to the Illinois Steel Products Procurement Act, which requires that all steel items be of 100 percent domestic origin and manufacture. Any products listed under the Federal Aviation Administration's (FAA) nationwide approved list of "Equipment Meeting Buy American Requirements" shall be deemed as meeting the requirements of the Illinois Steel Products Procurement Act.

- (c) The successful bidder will be required to assure that only domestic steel and domestically manufactured products will be used by the Contractor, subcontractors, producers, and suppliers in the performance of this contract. The North American Free Trade Agreement (NAFTA) specifically excluded federal grant programs such as the AIP. Therefore, NAFTA does not change the requirement to comply with the Buy American requirement in the Act. Exceptions to this are for products, other than steel, that:
- (1) the FAA has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
 - (2) the FAA has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the public interest;
 - (3) the FAA has determined that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent; or
 - (4) the FAA has determined, under the Aviation Safety and Capacity Expansion Act of 1990,
 - (i) the cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components of the facility or equipment, and
 - (ii) final assembly of the facility or equipment has occurred in the United States.

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

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

A5 CIVIL RIGHTS - GENERAL

A5.1 SOURCE

49 USC § 47123

A5.2 APPLICABILITY

Note: This provision is in addition to the Civil Rights – Title VI provisions.

Contract Types – The General Civil Rights Provisions found in 49 USC § 47123, derived from the Airport and Airway Improvement Act of 1982, Section 520, apply to all sponsor contracts regardless of funding source.

Use of Provision – There are two versions of this provision. One applies to sponsor contracts and the other applies to sponsor lease agreements and transfer agreements. The sponsor must incorporate the text of the appropriate provision without modification.

A5.3 CONTRACT CLAUSE

A5.3.1 Sponsor Contracts

GENERAL CIVIL RIGHTS PROVISIONS

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

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

A5.3.2 Sponsor Lease Agreements and Transfer Agreements

GENERAL CIVIL RIGHTS PROVISIONS

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

This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program.

In cases where Federal assistance provides, or is in the form of personal property; real property or interest therein; structures or improvements thereon, this 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.

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

A6.1 SOURCE

49 USC § 47123

FAA Order 1400.11

A6.2 APPLICABILITY

Title VI of the Civil Rights Act of 1964, as amended, (Title VI) prohibits discrimination on the grounds of race, color, or national origin under any program or activity receiving Federal financial assistance. Sponsors must include appropriate clauses from the Standard DOT Title VI Assurances in all contracts and solicitations.

The clauses are as follows:

A6.2.1 Applicability of Title VI Solicitation Notice

a. Contract Clause	b. The Sponsor must include the contract clause in:	c. Clause Text is Included in Paragraph
d. Title VI Solicitation Notice	1) All solicitations for bids, requests for proposals work, or material subject to the nondiscrimination acts and regulations made in connection with Airport Improvement Program grants; and 2) All proposals for negotiated agreements regardless of funding source.	e. A6.3.1
f. Title VI Clauses for Compliance with Nondiscrimination Requirements	g. Every contract or agreement, unless the sponsor has determined and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities	h. A6.3.2
Title VI Required Clause for Property Interests Transferred from the United States	i. As a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.	j. A6.3.3
k. Title VI Required Clause for Transfer of Real Property Acquired or Improved Under the Activity, Facility or Program	l. As a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the sponsor with other parties for all transfers of real property acquired or improved under the activity, facility, or program	m. A6.3.4
Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program	n. As a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the sponsor with other parties for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program	o. A6.3.5
Title VI List Of Pertinent Nondiscrimination Acts And Authorities	p. Insert this list in every contract or agreement, unless the sponsor has determined and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities	q. A6.3.6

A6.3 CONTRACT CLAUSE

A6.3.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

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

A6.3.2 Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

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

Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

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

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

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

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

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

A6.3.3 Title VI Clauses for Deeds Transferring United States Property

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances.

NOW, THEREFORE, the Federal Aviation Administration as authorized by law and upon the condition that the St. Clair County will accept title to the lands and maintain the project constructed thereon in accordance with Public Law 114-141, for the Airport Improvement Program and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the St. Clair County all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in the Exhibit A.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the St. Clair County and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the St. Clair County, its successors and assigns.

The St. Clair County, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the St. Clair County will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A,

Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the Federal Aviation Administration and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

A6.3.4 Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the St. Clair County pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the St. Clair County will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the St. Clair County will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the St. Clair County and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

A6.3.5 Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the St. Clair County pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, the St. Clair County will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, the St. Clair County will there upon revert to and vest in and become the absolute property of the St. Clair County and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

A6.3.6 Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);

Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

A7 CLEAN AIR AND WATER POLLUTION CONTROL

A7.1 SOURCE

2 CFR § 200, Appendix II(G)

A7.2 APPLICABILITY

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

Use of Provision – The regulation does not prescribe mandatory language. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of Appendix II to 2 CFR §200.

A7.3 CONTRACT CLAUSE

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

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

A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

A8.1 SOURCE

2 CFR § 200, Appendix II(E)

A8.2 APPLICABILITY

Contract Workhours and Safety Standards Act Requirements, (CWHSSA) requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts one and one-half times their basic rate of pay for all hours worked over 40 in a workweek. CWHSSA prohibits unsanitary, hazardous, or dangerous working conditions on federally assisted projects. The Wage and Hour Division (WHD) within the U.S. Department of Labor (DOL) enforces the compensation requirements of this Act, while DOL's Occupational Safety and Health Administration (OSHA) enforces the safety and health requirements

Contract Types –

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

Equipment - This provision applies to any equipment project exceeding \$100,000 that involves installation of equipment onsite (e.g. electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at the vendor plant (e.g. ARFF and SRE vehicles)

Professional Services - This provision applies to professional service agreements that exceed \$100,000 and employs laborers, mechanics, watchmen and guards. This includes members of survey crews and exploratory drilling operations.

Property – While most land transactions do not involve employment of laborers, mechanics, watchmen and guards, under certain circumstances, a property acquisition project could require such employment. Examples include the installation of property fencing or testing for environmental contamination

Use of Provision – Sponsors must incorporate this text without modification.

A8.3 CONTRACT CLAUSE

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

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

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

In the event of any violation of the clause set forth in paragraph (1) of this clause, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

A9 COPELAND “ANTI-KICKBACK” ACT

A9.1 SOURCE

2 CFR § 200, Appendix II(D)

29 CFR Parts 3 & 5

A9.2 APPLICABILITY and PURPOSE

The Copeland (Anti-Kickback) Act (18 U.S.C. 874 and 40 U.S.C. 3145) makes it unlawful to induce by force, intimidation, threat of dismissal from employment, or by any other manner, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week.

Contract Types –

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

Equipment – This provision applies to all equipment installation projects (e.g. electrical vault improvements) financed under the AIP program that exceeds \$ 2, 000. This provision does not apply to equipment acquisitions where the equipment is manufactured at the vendor’s plant (e.g. SRE and ARFF vehicles)

Professional Services - The emergence of different project delivery methods has created situations where Professional Service Agreements (PSA) includes tasks that meet the definition of construction, alteration or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration or repair and it exceeds \$2,000, the PSA must incorporate the Copeland Anti-kickback provision.

Property - Ordinarily, land acquisition projects would not involve employment of laborers or mechanics and thus the Copeland Anti-Kickback provision would not apply. However, land projects that involve installation of boundary fencing and demolition of structures would involve laborers and mechanics. The sponsor must include this provision if the land acquisition project involves employment of laborers or mechanics for a contract exceeding \$2,000.

Use of Provision – 29 CFR Part 5 establishes specific language a sponsor must use in construction contracts. The sponsor may not make any modification to the standard language. A/E firms that employ laborers and mechanics on a task that meets the definition of construction, alteration or repair are acting as a contractor. The sponsor may not substitute the term “contractor” for “consultant” in such instances.

A9.3 CONTRACT CLAUSE

COPELAND “ANTI-KICKBACK” ACT

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

A10 DAVIS-BACON REQUIREMENTS

A10.1 SOURCE

2 CFR § 200, Appendix II(D)

29 CFR Part 5

A10.2 APPLICABILITY

The Davis-Bacon Act ensures that laborers and mechanics employed under the contract receive pay no less than the locally prevailing wages and fringe benefits as determined by the Department of Labor.

Contract Types –

Construction - Incorporate into all construction contracts and subcontracts that exceed \$2,000 and include funding from the AIP program.

Equipment – This provision applies to all equipment installation projects (e.g. electrical vault improvements) financed under the AIP program that exceeds \$ 2, 000. This provision does not apply to equipment acquisitions where the equipment is manufactured at the vendor’s plant (e.g. SRE and ARFF vehicles)

Professional Services - The emergence of different project delivery methods has created situations where Professional Service Agreements (PSA) includes tasks that meet the definition of construction, alteration or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration or repair and it exceeds \$2,000, the PSA must incorporate this clause.

Property - Ordinarily, land acquisition projects would not involve employment of laborers or mechanics and thus the provision would not apply. However, land projects that involve installation of boundary fencing and demolition of structures would involve laborers and mechanics. The sponsor must include this provision if the land acquisition project involves employment of laborers or mechanics for a contract exceeding \$2,000.

Fencing Projects - Fencing projects that exceed \$2,000 must include this provision.

Use of Provision – 29 CFR Part 5 establishes specific language a sponsor must use. The sponsor may not make any modification to the standard language. A/E firms that employ laborers and mechanics on a task that meets the definition of construction, alteration or repair are acting as a contractor. The sponsor may not substitute the term “contractor” for “consultant” in such instances.

A10.3 CONTRACT CLAUSE

DAVIS-BACON REQUIREMENTS

1. Minimum Wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular

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

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

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

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

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

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

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

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

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

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

2 Withholding.

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

3. Payrolls and basic records.

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

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

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

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

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

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

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

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

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

4. Apprentices and Trainees.

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

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention

fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

5. Compliance with Copeland Act Requirements.

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

6. Subcontracts.

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

7. Contract Termination: Debarment.

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

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

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

9. Disputes Concerning Labor Standards.

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

10. Certification of Eligibility.

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

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

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

A11 DEBARMENT AND SUSPENSION

A11.1 SOURCE

2 CFR part 180 (Subpart C)

2 CFR part 1200

DOT Order 4200.5

A11.2 APPLICABILITY

The sponsor must verify that the firm or individual that it is entering into a contract with are not presently suspended, excluded or debarred by any Federal department or agency from participating in federally-assisted projects. The sponsor accomplishes this by: (1) checking the System for Award Management (SAM.gov) to verify that the firm or individual is not listed in SAM.gov as being suspended, debarred or excluded, (2) collecting a certification from the firm or individual that they are not suspended, debarred or excluded, and (3) incorporating a clause in the contract that requires lower tier contracts to verify that no suspended, debarred or excluded firm or individual are included in the project.

Contract Types – This requirement applies to *covered transactions*, which are defined in 2 CFR part 180. AIP funded contracts are non-procurement transactions, as defined by §180.970. Covered transactions include any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agent or representative in any transaction, if the amount of the contract is expected to equal or exceed \$25,000. This includes contracts associated with land acquisition projects.

Use of Provision – The regulation does not prescribe mandatory language, the following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of 2 CFR part 180. For professional service agreements, sponsor may substitute bidder/offeror with consultant.

A 11.3 CONTRACT CLAUSE

A 11.3.1 Bidder or Offeror Certification

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

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

A 11.3.2 Lower Tier Contract Certification

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

A 12 DISADVANTAGED BUSINESS ENTERPRISE

A 12.1 SOURCE

49 CFR part 26

A 12.2 APPLICABILITY and PURPOSE

A sponsor that anticipates awarding \$250,000 or more in AIP funded prime contracts in a federal fiscal year must have an approved Disadvantaged Business Enterprise (DBE) program on file with the FAA Office of Civil Rights (§26.21). The approved DBE program will identify a 3-year overall program goal that the sponsor bases on the availability of ready, willing and able DBEs relative to all businesses ready, willing and able to participate on the project (§26.45).

Contract Types – Sponsors with a DBE program on file with the FAA must include the three following provisions, if applicable:

Clause in all solicitations for proposals for which a contract goal has been established.

Clause in each prime contract

Clause in solicitations that are obtaining DBE participation through race/gender neutral means.

Use of Provision –

1. Solicitations with a DBE Project Goal - 49 CFR §26.53 requires a sponsor’s solicitation to address what a contractor must submit on proposed DBE participation. This language is not required for projects where DBE participation is by race-gender neutral means.

The regulation does not prescribe mandatory language, the following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s revised language must fully these requirements.

The sponsor may require the contractor’s submittal on proposed DBE participation either with the bid or within a specified timeframe after bidding.

2. Contracts Covered by DBE Program - Sponsors must incorporate this language if they have a DBE program on file with the FAA. This includes projects where DBE participation is obtained through race-gender neutral means (i.e. no project goal). Sections §26.13 and §26.29 establish mandatory language for contractor assurance and prompt payment. The sponsor must not modify the language.
3. The regulation does not prescribe mandatory language. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s revised language must fully these requirements for a sponsor that is not applying a project specific contract goal but is covered by a DBE program on file with the FAA.
4. Sponsors that do not have a DBE program on file with the FAA are not required to include DBE provisions and clauses.

A12.3 CONTRACT PROVISIONS

A12.3.1 Solicitation Language (Project Goal)

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

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

- (1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- (2) A description of the work that each DBE firm will perform;
- (3) The dollar amount of the participation of each DBE firm listed under (1)
- (4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- (5) If Bidder or Offeror cannot meet the advertised project DBE goal; evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR Part 26.

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in their commitment. This Bidder or Offeror must submit the DBE's written confirmation of participation ["within 5 days of receiving the Owners notice of award" or "with the proposal documents as a condition of bid responsiveness"]

A12.3.2 Contract Clause

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.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

A12.3.3 RACE/GENDER NEUTRAL LANGUAGE

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

A13 DISTRACTED DRIVING

A13.1 SOURCE

Executive Order 13513

DOT Order 3902.10

A13.2 APPLICABILITY

The FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

Contract Types – Sponsors must insert this provision in all AIP funded contracts that exceed the micro-purchase threshold of 2 CFR §200.67 (currently set at \$3,500).

Use of Provision – The regulation does not prescribe mandatory language, the following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's revised language must fully these requirements. .

A13.3 CONTRACT CLAUSE

TEXTING WHEN DRIVING

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

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

A14 ENERGY CONSERVATION REQUIREMENTS

A14.1 SOURCE

2 CFR § 200, Appendix II(H)

A14.2 APPLICABILITY

The Energy Conservation Requirements found in 2 CFR § 200 Appendix II(H) requires this provision on energy efficiency.

Contract Types – The sponsor must include this provision in all AIP funded contracts and lower-tier contracts.

Use of Provision – The regulation does not prescribe mandatory language, the following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's revised language must fully these requirements. Sponsor may substitute "contractor and subcontractor" with "consultant and sub-consultant" for professional service agreements.

A14.3 CONTRACT CLAUSE

ENERGY CONSERVATION REQUIREMENTS

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

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

A15.1 SOURCE

2 CFR 200, Appendix II(C)

41 CFR § 60-1.4

41 CFR § 60-4.3

Executive Order 11246

A15.2 APPLICABILITY

The purpose of this provision is to provide equal opportunity for all persons, without regard to race, color, religion, sex, or national origin who are employed or seeking employment with contractors performing under a federally assisted construction contract. There are two provisions – a construction clause and a specification clause.

The equal opportunity contract clause must be included in any contract or subcontract when the amount exceeds \$10,000. Once the equal opportunity clause is determined to be applicable, the contract or subcontract must include the clause for the remainder of the year, regardless of the amount or the contract.

Contract Types –

Construction – The sponsor must incorporate contract and specification language in all construction contracts and subcontracts as required above.

Equipment - The sponsor must incorporate contract and specification language into all equipment contracts as required above that involves installation of equipment onsite (e.g. electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at the vendor plant (e.g. ARFF and SRE vehicles)

Professional Services - The sponsor must include contract and specification language into all professional service agreements as required above. *Property* – The sponsor must include contract and specification language into all land acquisition projects that include work that qualifies as construction work as defined by 41 CFR part 60 as required above. An example is installation of boundary fencing.

Use of Provision – 41 CFR § 60-1.4 provides the mandatory contract language. 41 CFR § 60-4.3 provides the mandatory specification language. The sponsor must incorporate these clauses without modification.

A15.3 MANDATORY CONTRACT CLAUSE

A15.3.1 E.E.O. Contract Clause

EQUAL OPPORTUNITY CLAUSE

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of

compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

A 15.3.2 EEO Specification

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

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

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

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

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area.

Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

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

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

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

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

- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

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

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

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

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

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

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

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

A16 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

A16.1 SOURCE

29 U.S.C. § 201, et seq

A16.2 APPLICABILITY

The United States Department of Labor (DOL) Wage and Hour Division administers the Fair Labor Standards Act (FLSA). This act prescribes federal standards for basic minimum wage, overtime pay, record keeping and child labor standards.

Contract Types – Per the Department of Labor, all employees of certain enterprises having workers engaged in interstate commerce, producing goods for interstate commerce, or handling, selling, or otherwise working on goods or materials that have been moved in or produced for such commerce by any person, are covered by the FLSA.

All consultants, sub-consultants, contractors and subcontractors employed under this federally assisted project must comply with the FLSA.

Professional Services – 29 CFR § 213 exempts employees in a bona fide executive, administrative or professional capacity. Because professional firms employ individuals that are not covered by this exemption, the sponsor's agreement with a professional services firm must include the FLSA provision.

Use of Provision – The regulation does not prescribe mandatory language, the following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 29 U.S.C. § 201. The sponsor must select *contractor* or *consultant*, as appropriate for the contract.

A16.3 CONTRACT CLAUSE

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

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

A17 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

A17.1 SOURCE

31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment

2 CFR part 200, Appendix II(J)

49 CFR part 20, Appendix A

A17.2 APPLICABILITY

Consultants and contractors that apply or bid for an award of \$100,000 or more must certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or another award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Contract Types – The sponsor must incorporate this provision into all contracts exceeding \$100,000.

Use of Provision – Appendix A to 49 CFR Part 20 prescribes language the sponsor must use. The sponsor must incorporate this provision without modification.

A17.3 CONTRACT CLAUSE

CERTIFICATION REGARDING LOBBYING

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

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

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

A18 PROHIBITION of SEGREGATED FACILITIES

A18.1 SOURCE

41 CFR § 60

A18.2 APPLICABILITY

The contractor must comply with the requirements of the E.E.O. clause by ensuring that facilities they provide for employees are free of segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin. This clause must be included in all contracts that include the equal opportunity clause, regardless of the amount of the contract.

Contract Types – AIP sponsors must incorporate the Prohibition of Segregated Facilities clause in any contract containing the Equal Employment Opportunity clause of 41 CFR §60.1. This obligation flows down to subcontract and sub-tier purchase orders containing the Equal Employment Opportunity clause.

Construction - Construction work means construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

Equipment – On site installation of equipment such as airfield lighting control equipment meets the definition of construction and thus this provision would apply. This provision does not apply to equipment projects involving manufacture of the item at a vendor's manufacturing plant. An example would be the manufacture of a SRE or ARFF vehicle.

Professional Services - Professional services that include tasks that qualify as construction work as defined by 41 CFR part 60. Examples include the installation of noise monitoring equipment.

Property/Land - Land acquisition contracts that include tasks that qualify as construction work as defined by 41 CFR part 60. Examples include demolition of structures or installation of boundary fencing.

Use of Provision – The regulation does not prescribe mandatory language, the following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 41 CFR § 60.

A18.3 CONTRACT CLAUSE

PROHIBITION of SEGREGATED FACILITIES

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

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

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

A19 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A19.1 SOURCE

20 CFR part 1910

A19.2 APPLICABILITY

Contract Types – All contracts and subcontracts must comply with the Occupational Safety and Health Act of 1970 (OSH). The United States Department of Labor Occupational Safety & Health Administration (OSHA) oversees the workplace health and safety standards wage provisions from OSH.

Use of Provision – The regulation does not prescribe mandatory language. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 20 CFR part 1910.

A19.3 CONTRACT CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A20 PROCUREMENT OF RECOVERED MATERIALS

A20.1 SOURCE

2 CFR § 200.322

40 CFR part 247

A20.2 APPLICABILITY

Sponsors of AIP funded development and equipment projects must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Section 6002 emphasizes maximizing energy and resource recovery through use of affirmative procurement actions for recovered materials identified in the EPA guidelines.

The requirements of § 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Contract Types – This provision applies to any contracts that include procurement of products where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000.

Construction and Equipment – Include this provision in all construction and equipment projects

Professional Services and Property – Include this provision if the agreement includes procurement of a product that exceeds \$10,000

Use of Provision – The regulation does not prescribe mandatory language. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 2 CFR § 200.

A20.3 CONTRACT CLAUSE

Procurement of Recovered Materials

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

- a) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,

The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/epawaste/consERVE/tools/cpg/products/.

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

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

A21 RIGHT TO INVENTIONS

A21.1 SOURCE

2 CFR § 200, Appendix II(F)

37 CFR §401

A21.2 APPLICABILITY

Contract Types – This provision applies to all contracts and subcontracts with small business firms or nonprofit organizations that includes performance of *experimental, developmental, or research work*. This clause is not applicable to construction, equipment or professional service contracts unless the contract includes *experimental, developmental or research work*.

Use of Provision – The regulation does not prescribe mandatory language. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of Appendix II to 2 CFR part 200.

A21.3 CONTRACT CLAUSE

RIGHTS TO INVENTIONS

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

A22 SEISMIC SAFETY

A22.1 SOURCE

49 CFR part 41

A22.2 APPLICABILITY

Contract Types – This provision applies to construction of new buildings and additions to existing buildings financed in whole or in part through the Airport Improvement Program.

Professional Services and Construction – Sponsor must incorporate this clause in any contract involved in the construction of new buildings or structural addition to existing buildings.

Equipment – Sponsor must include this provision if the project involves construction or structural addition to a building such as an electrical vault project.

Land – This provision will not typically apply to a property/land project.

Use of Provision – The regulation does not prescribe mandatory language. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 49 CFR part 41.

A22.3 CONTRACT CLAUSE

A22.3.1 Professional Service Agreements for Design

Seismic Safety

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

A22.3.2 Construction Contracts

Seismic Safety

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

A23 TERMINATION OF CONTRACT

A23.1 SOURCE

2 CFR § 200 Appendix II(B)

FAA Advisory Circular 150/5370-10, Section 80-09

A23.2 APPLICABILITY

Contract Types – All contracts and subcontracts in excess of \$10,000 must address *termination for cause* and *termination for convenience* by the sponsor. The provision must address the manner (i.e. notice, opportunity to cure, and effective date) by which the sponsor's contract will be affected and the basis for settlement (i.e. incurred expenses, completed work, profit, etc.).

Use of Provision –

Termination for Default - Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for Termination for Default under a construction contract. The sponsor must not make any changes to this standard language.

Termination for Convenience – The sponsor must include a clause for termination for convenience. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of Appendix II to 2 CFR part 200.

Equipment, Professional Services and Property – The sponsor may use their established clause language provided that it adequately addresses the intent of Appendix II(B) to Part 200, which addresses termination for fault and for convenience.

A23.3 CONTRACT CLAUSE

A23.3.1 Termination for Convenience

Termination for Convenience (Construction & Equipment Contracts)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner,

the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

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

Owner agrees to pay Contractor for:

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

documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;

reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and reasonable and substantiated expenses to the contractor directly attributable to Owner's termination action

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

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

Termination for Convenience (Professional Services)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

A23.3.2 Termination for Default

Termination for Default (Construction)

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

Termination for Default (Equipment)

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:

1. Fails to commence the Work under the Contract within the time specified in the Notice- to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements;
6. Becomes insolvent or declares bankruptcy;

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

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

Termination for Default (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project;
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

A24 TRADE RESTRICTION CERTIFICATION

A24.1 SOURCE

49 USC § 50104

49 CFR part 30

A24.2 APPLICABILITY

Unless waived by the Secretary of Transportation, sponsors may not use AIP funds on a product or service from a foreign country included in the current list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R)

Contract Types – The trade restriction certification and clause applies to all AIP funded projects.

Use of Provision – 49 CFR part 30 prescribes the language for this model clause. The sponsor must include this certification language in all contracts and subcontracts without modification.

A24.3 CONTRACT CLAUSE

TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

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

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

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

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

A25 VETERAN'S PREFERENCE

A25.1 SOURCE

49 USC § 47112(c)

A25.2 APPLICABILITY

Contract Types – This provision applies to all AIP funded projects that involve labor to carry out the project. This preference, which excludes executive, administrative and supervisory positions, applies to covered veterans (as defined under §47112(c)) only when they are readily available and qualified to accomplish the work required by the project.

Use of Provision – The regulation does not prescribe mandatory language, the following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 49 U.S.C. § 47112.

A25.3 CONTRACT CLAUSE

VETERAN'S PREFERENCE

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

SECTION III
Special Provisions
For
Airside Service Road

ILL. PROJ. BLV-4493
AIP PROJ. 3-17-SBGP-111
CMT No. 15098-05

At



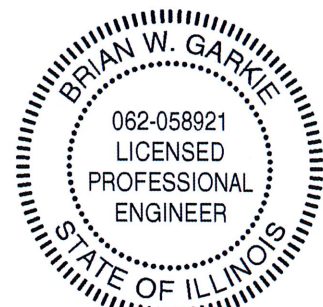
June 3, 2016

Prepared By:



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6/3/16



Brian W. Garkie
Expires 11/30/17

GENERAL

These Special Provisions, together with applicable Standard Specifications, Contract Requirements for Airport Improvement Projects, Rules and Regulations, Payroll Requirements and Minimum Wage Rates which are hereto attached or which by reference are herein incorporated, cover the requirements of the State of Illinois, Division of Aeronautics, and the representatives of St. Clair County, Illinois for the improvements at the MidAmerica St. Louis Airport.

At the preconstruction conference, the Contractor shall submit to the Resident Engineer a detailed schedule indicating when the various shop drawings required by the contract will be submitted to the Resident Engineer. This schedule shall be developed so as to permit the Resident Engineer to review the shop drawings in an orderly manner. If shop drawings for several items are submitted at the same time, the Contractor will inform the Resident Engineer on the priority of the reviews.

GOVERNING SPECIFICATIONS AND RULES AND REGULATIONS

The “**Illinois Standard Specifications for Construction of Airports**”, dated April 1, 2012, State of Illinois Department of Transportation, Division of Aeronautics shall govern the project except as otherwise noted in these Special Provisions. In the cases of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and shall govern. As noted within the Special Provisions, the Illinois Department of Transportation “Standard Specifications for Road and Bridge Construction”, Adopted January 1, 2012, shall also apply.

The Standard Specifications can be obtained from the Illinois Department of Transportation, Division of Aeronautics website at [http://www.idot.illinois.gov/assets/uploads/files/doing-business/manuals-guides-&-handbooks/aero/new%20spec%20book%20\(effective%204-1-2012\).pdf](http://www.idot.illinois.gov/assets/uploads/files/doing-business/manuals-guides-&-handbooks/aero/new%20spec%20book%20(effective%204-1-2012).pdf) or from the Division.

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DIVISION I - GENERAL PROVISIONS

SECTION 40 – SCOPE OF WORK

40-05 MAINTENANCE OF TRAFFIC

ADD: The contractor activity on the airfield shall be limited to the limits of construction as identified on the construction activity plan drawings. Beyond the limits of construction the contractor shall not have access to any part of the active airfield pavement with any equipment or personnel without the approval of airport management.

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

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

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

Ten (10) days prior to the preconstruction conference the contractor shall submit a Safety Plan Compliance Document (SPCD) to the airport describing how they will comply with the requirements of the advisory circular plus the CSPP and supply any details that could not be determined before contract award. The SPCD must include a certification statement by the contractor that indicates they understand the operational safety requirements of the CSPP, that the contractor has incorporated these requirements into their overall work plan and that the contractor will maintain the right of control for all means, methods and details of the work performed by the contractor and any of their subcontractors within the framework of the operational safety plan.

The Contractor shall be fully aware and continuously monitor all requirements and activities for compliance with the contract documents and Advisory Circular 150/5370-2F.

Significant Changes to the Construction Safety and Phasing Plan (CSPP) may require aeronautical review by the Division through the FAA's OEAAA System. Modification of the Construction Safety and Phasing Plan (CSPP) and/ or the critical points shown in the contract documents will require airspace approval from Division/ FAA and may require the contractor to submit FAA Form 7460-1 for Approval.

ADD:
40-09

AIRPORT OPERATIONS DURING CONSTRUCTION

1) Construction Activity and Aircraft Movements

For construction activity to be performed in other areas than active operational areas, the storage and parking of equipment and materials, when not in use or about to be installed, shall not encroach upon active operational areas. In protecting operational areas, the minimum clearances maintained for runways shall be in conformance with Part 77 of the Federal Aviation Regulations.

All construction operations shall conform to the plans and in accordance with AC 150/5370-2 (Latest Edition) Operational Safety on Airports During Construction.

2) Limitations On Construction

(1) Open flame welding or torch cutting operations shall be prohibited, unless adequate fire and safety precautions are provided. Open flame welding or torch cutting requires permit from Public Safety Office.

(2) Open trenches, excavations and stockpiled material near any pavements shall be prominently marked with red flags or other approved device and lighted by light units during hours of restricted visibility and/or darkness.

(3) Stockpiled material shall be constrained in a manner to prevent movement resulting from aircraft blast or wind conditions.

(4) The use of explosives shall be prohibited.

(5) Burning shall not be allowed.

3) Debris

Waste and loose material capable of causing damage to aircraft landing gears or propellers, or being ingested in jet engines shall not be placed on active aircraft movement areas. Material tracked on these areas shall be removed continuously during the work project. The Contractor shall provide garbage cans in employee parking areas and storage areas for debris and shall empty the garbage cans as needed.

SECTION 50 – CONTROL OF WORK

50-01 AUTHORITY OF THE ENGINEER

ADD: The Resident Engineer shall not be allowed to modify the contract documents without the approval of the Division.

50-06 CONSTRUCTION LAYOUT STAKES

RESPONSIBILITY OF THE RESIDENT ENGINEER

DELETE: Paragraphs A and B of the Standard Specifications and replace with:

- A. The Resident Engineer will locate and reference four (4) control points within the limits of the project.
- B. A benchmark has been established along the project outside of construction lines.

ADD: As paragraph M:

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

RESPONSIBILITY OF THE CONTRACTOR

ADD:

- H. The Contractor shall immediately notify the Resident Engineer of conflicts or discrepancies with the established control points.
- I. Construction layout shall not be paid for separately, but shall be considered incidental to the pay item for which the layout is required.
- J. The Contractor shall survey all utilities and structure invert elevations installed by the Contractor to obtain both vertical and horizontal locations of the installed utilities prior to covering up each utility. This includes but is not limited to storm sewers, electrical conduit and any other utility or structure installed by the Contractor. **This information shall be provided to the Engineer prior to payment for each work item.** This survey work shall be considered incidental to the respective work item and shall be performed under the supervision of a surveyor licensed in the state of Illinois. Electrical cable installed in existing conduit shall not be included in this utility survey requirement.
- K. The Contractor shall provide a 24 hour 7 days a week contact person (including holidays) who can be onsite within one (1) hour if there are issues with circuits including locked out circuits that were supposed to be turned on at the end of the day.

50-12 LOAD RESTRICTIONS

REVISE the fourth paragraph to read:

Access to the construction work area is limited to the haul routes as shown on the construction activity plan drawings. The use of existing airfield pavements by contractor construction traffic including all haul trucks is prohibited unless previously approved by the Director of Engineering and Planning. Any damage to existing airport pavement due to construction traffic operating beyond the approved work limits, hauling outside of the

approved haul/access routes and construction traffic operating in prohibited areas shall be repaired by the Contractor at his own expense to the satisfaction of the owner.

ADD: Any damage to existing airfield pavements or public roads caused by the Contractor's operations shall be repaired or replaced by the Contractor at his own expense to the satisfaction of the Owner.

50-13 MAINTENANCE DURING CONSTRUCTION

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

50-16 FINAL INSPECTION

ADD: All work listed on the punch list shall be considered part of the contract and shall be considered incidental to the completion of the contract. If the Contractor believes that an item listed on the punch list is beyond the scope of the contract, the Contractor shall notify the Engineer in writing prior to commencing work on the punch list item in question. Any punch list items completed by the Contractor without such written notification shall be considered incidental to the contract and shall not be eligible for payment unless determined otherwise by the Engineer, Owner, and the Division.

50-18 PLANS AND WORK DRAWINGS

REVISE the fifth paragraph to read:

Shop drawings submitted by the Contractor for materials and/or equipment to be provided as a part of the contract shall be reviewed by the Project Engineer for substantial conformance of said materials and/or equipment, to contract requirements. Shop drawings shall be fully descriptive, complete and of sufficient detail for ready determination of compliance. The Airport will also review all material submittals and shall complete their review of the signage and light fixture submittals prior to the Contractor ordering the materials.

REVISE the tenth paragraph to read:

The Contractor shall submit at least three (3) copies of each drawing to be reviewed, of which two (2) copies will be retained by the Project Engineer for his/her use and records. One (1) copy of each drawing will be returned to the Contractor. The Contractor may submit a single copy electronically in PDF format.

REVISE the last paragraph to read:

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

PROJECT LOCATION: MidAmerica St. Louis Airport
PROJECT TITLE: Airside Service Road, Phase I
PROJECT NUMBERS: Illinois Project: BLV-4493 / AIP Project: 3-17-SBGP-111
CONTRACT ITEM: (Pay Item Number & Name)
SUBMITTED BY: (Contractor/Subcontractor Name)
DATE: (Date of Submittal)

SECTION 60 – CONTROL OF MATERIALS

60-01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS

ADD: To the end of the second paragraph:

The statements regarding the origin, composition, and manufacture for each material to be used in the work shall also include a statement that the Buy American (Title 49 U.S.C. §50101) requirements of the contract are either met or that a waiver has been granted.

Only FAA approved manufacturers meeting the Buy American preference requirements can provide the FAA approved equipment and materials specified in this document. The manufacturer shall certify in writing, all products are wholly produced in the US of US materials, or Request a waiver to use non-US produced products, or Certify that all equipment that is being used on the project is on the National Buy American conformance list.

The waiver can be considered if “at least 60% of the cost of the components and subcomponents in the facility or equipment are produced in the United States and the final assembly of the facility or equipment has occurred in the United States”.

In any calculation of Buy American percentage, the labor for the final assembly is excluded. This is because the Buy American statute is based on the cost of materials and equipment, not labor. For a building, this means that only the cost of the materials as they are delivered to the airport site are considered when calculating US and non-US component and subcomponent costs. For equipment, the costs of the final assembly at the manufacturing site are excluded.

The Contractor must request waivers from FAA in writing immediately following the notice of award and prior to receiving the notice to proceed, with sufficient supporting information. The Contractor is solely responsible for ensuring their waiver request is complete and accurate using project specific information provided directly by the Contractor or the Contractor’s supplier.

The FAA will conduct its review and approval based on the information provided by the grant recipient. The information that must be provided for equipment shall include but not be limited to:

- Project Number
- Project Name
- Airport Name
- Total Project Cost
- Total Equipment of Bid Item Cost for which the waiver is being requested
- Total Equipment or Bid Item Cost excluding labor for final assembly
- The equipment of bid item for which the waiver is being requested
- The manufacturer and country of origin of the equipment or bid item
- The location of final assembly of the equipment or bid item (not the airport site)
- The cost of the US components and subcomponents for the equipment or bid item for which the waiver is being requested
- The cost of the non-US components and subcomponents for the equipment or bid item for which the waiver is being requested
- The resulting percent of US and non-US components

The Contractor/manufacturer is urged to submit waiver requests as early as possible.

ADD: After the last paragraph:

The Contractor shall certify all materials contained in the contract. Certification documentation shall be submitted to the Engineer. It shall be the sole responsibility of the Contractor to ensure the delivery of adequate and accurate documentation prior to the delivery of the materials.

If, upon delivery and incorporation of any materials, the Contractor has failed to provide the necessary submittals as required by Sections 50-18, 60-01, 60-03 and 60-11 of the Standard and Special Provisions, the pay item shall not be included on the Construction Progress Payment report until such submittals have been furnished.

ADD:
60-11

CERTIFICATION OF MATERIALS

The Contractor shall certify all materials incorporated into the contract. Certification documentation shall be submitted to the Resident Engineer. It shall be the **sole** responsibility of the Contractor to ensure the submittal of adequate and accurate documentation in order to satisfy the contract material certification requirements **prior** to the delivery of the materials. Materials without certification or those with certification that demonstrates the materials do not meet the requirements of the plans and specifications shall be considered nonconforming and subject to the provisions of Section 30-02.

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

As a guide to the certification process and requirements, the Contractor shall use the Illinois Department of Transportation/Division of Aeronautics MANUAL FOR DOCUMENTATION OF AIRPORT MATERIALS dated April 1, 2010 or latest edition including any addendums. Copies of this manual are available by contacting Mr. Mike Wilhelm-Division of Aeronautics at (217) 785-4282 or from their website at <http://www.idot.illinois.gov/home/resources/Manuals/Manuals-and-Guides>.

The cost of providing the required material documentation and certifications shall not be paid for separately, but shall be considered incidental to the associated item.

All submittals shall contain the following information:

PROJECT LOCATION:	MidAmerica St. Louis Airport
PROJECT TITLE:	Airside Service Road, Phase I
PROJECT NUMBERS:	Illinois Project: BLV-4493 AIP Project: 3-17-SBGP-111
CONTRACT ITEM:	(i.e., AR751416 – Type 1 Inlet)
SUBMITTED BY:	(Contractor/Subcontractor Name)
DATE:	(Date of Submittal)

SECTION 70 – LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

70-10 BARRICADES, WARNING SIGNS & HAZARD MARKINGS

ADD after the first paragraph:

When low profile barricades are required, the Airport will provide to the Contractor for use during the project up to fifty (50) low profile barricades. Note, if some of the Airport's barricades are in use for other activities, the total number provided may be less than fifty (50). Any additional barricades required shall be furnished by the Contractor at no additional cost to the contract and shall meet the requirements for the barricade detail as shown on the plans. The Contractor shall replace batteries in the red lights as needed and shall dispose of the old batteries off of Airport property. See the Hazard Marking and Lighting notes on the CSPP Notes sheet for additional information.

ADD after the last paragraph:

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

Contractor identification shall be displayed on both sides of all contractor vehicles by labeling painted on the vehicles or by magnetically attached signs.

All Contractor personnel shall be easily identified by wearing a high visibility shirt or vest of the same color as the outermost layer of clothing.

70-13 RESPONSIBILITY FOR DAMAGE CLAIMS

ADD: To the end of the first sentence: “; or through damage caused by wind, hail, lightning, rain, or other Acts of God”.

REVISE: In the second sentence of the first paragraph, change the word “inspection” to “observation”.

REVISE: In the last sentence of the fourth paragraph, change the word “inspection” to “observation”.

70-17 CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS

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

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

It shall be the Contractor's responsibility to locate and protect all FAA and airport-owned utilities within the construction limits. The FAA and Airport will not be required to locate utilities for the Contractor. This includes all electrical cables, storm sewer, drain tile, sanitary sewer and water main.

Special attention is necessary when working near FAA power and control cables. Any FAA utility that is damaged or cut during construction shall be repaired immediately. FAA requires that any damaged cable be replaced in its entirety, no splices will be permitted. No additional compensation will be made for replacement or repair of FAA facilities or cables but, shall be incidental to the contract.

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

MIDAMERICA ST. LOUIS AIRPORT

<u>Utility Service or Facility</u>	<u>Contact (Person)</u>	<u>Contact (Phone)</u>
FAA Control and Communication Cables	FAA Sector Office	(618) 256-1800
Airport Lighting	JULIE	(800) 892-0123
Fire Water Line	JULIE	(800) 892-0123
Electrical Cables	JULIE	(800) 892-0123
Gas Lines	JULIE	(800) 892-0123
Telephone Cables	JULIE	(800) 892-0123

70-26 CONTRACTOR'S RESPONSIBILITY FOR SAFETY DURING CONSTRUCTION

ADD: At the end of this section:

- E. Provide a safety officer/construction inspector(s) trained in airport safety to monitor construction activities and provide radio control.
- F. Restrict movement of construction vehicles to construction areas with flagging and barricading, erecting temporary fencing, or providing escorts, as appropriate or as shown in plans.
- G. Ensure that no construction employees, employees of subcontractors or suppliers, or other persons enter any part of the aircraft operations area from construction site unless authorized.
- H. Use a Lock Out Tag Out procedure that follows company policy or follow the Airport's procedure.

SECTION 80 – PROSECUTION AND PROGRESS

80-02 PROGRESS SCHEDULE.

ADD: To the end of the section the following: "The Contractor shall attend daily coordination meetings with the Airport and the Resident Engineer and provide an update to the progress schedule including the planned work for the next three working days."

80-05 LIMITATIONS OF OPERATIONS

ADD: The Contractor shall comply with Federal Aviation Regulations Part 107 (Airport Security), Federal Air Regulation 139 (Airport Certification), and with all rules and regulations of the Airport, including, but not limited to, control and access to the airfield by Contractor's, employees and agents. The Contractor shall not have access to any part of the active airfield (runways or taxiways) for any equipment or personnel without approval of the Director of Engineering and Planning.

80-08 DETERMINATION AND EXTENSION OF CONTRACT TIME.

ADD: After the fifth paragraph the following: "The Engineer shall make charges against contract time until the completion of all punch list work is accepted by the Engineer and final acceptance is issued by the Division."

80-13 CONTRACTOR'S ACCESS TO AIRFIELD

ADD: The requirements below shall be necessary when access within the security fence is required for construction.

- A. Certain Contractor employees shall obtain a MidAmerica St. Louis Airport Access Media Identification Badge. This consists of filling out all necessary paperwork, fingerprinting, attending and passing a 2-hour training class concerning safety and security at the Airport. Contractor employees must meet certain background check criteria and the contractor must make certain certification about each employee. The contractor shall be responsible for badging and fingerprinting costs (currently \$75.00 per individual).
- B. All Contractor employees who are designated as drivers for the contractor within the airfield operations area (AOA) shall also attend and pass the MidAmerica St. Louis Airport Drivers Training Program. The duration is approximately two hours. Only those individuals who receive this designation will be permitted to operate vehicles or equipment on MidAmerica St. Louis Airport (BLV).
- C. The contractor will be responsible for all fees and costs associated with fingerprinting, issue of ID badges, and required security and/or driver training for each applicant.
- D. The Contractor shall submit a list of subcontractors a minimum of 10 days prior to the preconstruction meeting. Each subcontractor shall have the same badging requirements as the prime contractor.
- E. The Contractor is responsible for payment of Transportation Security Administration (TSA) fines and penalties resulting from security infractions perpetrated by, caused by, or permitted by his personnel or work forces of his subcontractors or suppliers.
- F. Contractor work crews must maintain radio contact with the air traffic control tower when working inside the airport operations movement area. MidAmerica St. Louis Airport will supply the Contractor with up to one (1) radio subject to availability. The radio shall be returned to the Airport at the end of each day to allow for overnight charging. If no radio is available the Contractor shall provide their own radio(s) capable of receiving and transmitting airport frequency range 118.000 to 136.975 MHz at no additional cost to the contract.

- G. The Contractor shall be responsible for keeping all dirt, mud, and debris off the paved surfaces of the airfield operations area (AOA). If any dirt, mud or debris from the Contractor's activities comes into contact with a paved surface in the AOA, the Contractor shall take immediate action to remove the items and thoroughly clean the surface to the satisfaction of the Resident Engineer or Airport maintenance/public safety personnel.
- H. No materials or equipment shall be stored within the AOA. At the end of each work day, all unused material and equipment will be moved to a designated area on the airport.
- I. The Contractor shall provide portable bathroom facilities located inside the AOA for his/her employees and subcontractors. The Contractor shall keep the facilities maintained on a regular basis and shall escort the maintenance service driver inside the AOA at all times the driver is inside the AOA.
- J. The Contractor may have free access to water from a potable water hydrant from the Airport's system provided the Contractor installs a meter to allow the Airport a credit in the sewer bill and the Contractor installs a backflow preventer. Any costs due to providing and installing a meter and backflow preventer shall be borne by the Contractor. The meter reading shall be recorded at the time of connection and read once a month or as required.
- K. The storage and staging area will be on the Ground Support Equipment (GSE) pavement located north of North Bay Produce and the Mike Apron. The amount of space available may be reduced due to the staging and storage requirements of the airside signage improvements project which may be ongoing at the same time as this project. This area is inside of the AOA fence. Only people with an Airport SIDA badge or those escorted by someone with escorting privileges can access the storage and staging area. The Contractor shall be responsible for the security of any equipment or materials stored within the storage and staging area. All costs associated with providing security of the storage and staging area shall be borne by the Contractor.

SECTION 90 – MEASUREMENT AND PAYMENT

90-05 **PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK**

ADD the following to subsection B.7. Statements:

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

ADD the following sections:

SECTION 100 CONTRACTOR QUALITY CONTROL PROGRAM

100-01 GENERAL. When the specification requires a Contractor Quality Control Program, the Contractor shall establish, provide, and maintain an effective Quality Control Program that details the methods and procedures that will be taken to assure that all materials and completed construction required by this contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors. Although guidelines are

established and certain minimum requirements are specified here and elsewhere in the contract technical specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose.

The intent of this section is to enable the Contractor to establish a necessary level of control that will:

- a. Adequately provide for the production of acceptable quality materials.
- b. Provide sufficient information to assure both the Contractor and the Engineer that the specification requirements can be met.
- c. Allow the Contractor as much latitude as possible to develop his or her own standard of control.

The Contractor shall be prepared to discuss and present, at the preconstruction conference, their understanding of the quality control requirements. The Contractor shall not begin any construction or production of materials to be incorporated into the completed work until the Quality Control Program has been reviewed and accepted by the Engineer. No partial payment will be made for materials subject to specific quality control requirements until the Quality Control Program has been reviewed.

The quality control requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the acceptance testing requirements. Acceptance testing requirements are the responsibility of the Engineer.

Paving projects over \$250,000 shall have a Quality Control (QC)/Quality Assurance (QA) workshop with the Engineer, Contractor, subcontractors, testing laboratories, and Owner's representative and the FAA prior to or at start of construction. The workshop shall address QC and QA requirements of the project specifications. The Contractor shall coordinate with the Airport and the Engineer on time and location of the QC/QA workshop.

100-02 DESCRIPTION OF PROGRAM.

a. General description. The Contractor shall establish a Quality Control Program to perform quality control inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. This Quality Control Program shall ensure conformance to applicable specifications and plans with respect to materials, workmanship, construction, finish, and functional performance. The Quality Control Program shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of quality control.

b. Quality Control Program. The Contractor shall describe the Quality Control Program in a written document that shall be reviewed and approved by the Engineer prior to the start of any production, construction, or off-site fabrication. The written Quality Control Program shall be submitted to the Engineer for review and approval at least seven (7) calendar days before the Notice to Proceed. The Contractor's Quality Control Plan and Quality Control testing laboratory must be approved in writing by the Engineer prior to the Notice to Proceed (NTP).

The Quality Control Program shall be organized to address, as a minimum, the following items:

- a. Quality control organization
- b. Project progress schedule
- c. Submittals schedule
- d. Inspection requirements
- e. Quality control testing plan
- f. Documentation of quality control activities
- g. Requirements for corrective action when quality control and/or acceptance criteria are not met

The Contractor is encouraged to add any additional elements to the Quality Control Program that is deemed necessary to adequately control all production and/or construction processes required by this contract.

100-03 QUALITY CONTROL ORGANIZATION. The Contractor Quality Control Program shall be implemented by the establishment of a separate quality control organization. An organizational chart shall be developed to show all quality control personnel and how these personnel integrate with other management/production and construction functions and personnel.

The organizational chart shall identify all quality control staff by name and function, and shall indicate the total staff required to implement all elements of the Quality Control Program, including inspection and testing for each item of work. If necessary, different technicians can be used for specific inspection and testing functions for different items of work. If an outside organization or independent testing laboratory is used for implementation of all or part of the Quality Control Program, the personnel assigned shall be subject to the qualification requirements of paragraph 100-03a and 100-03b. The organizational chart shall indicate which personnel are Contractor employees and which are provided by an outside organization.

The quality control organization shall, as a minimum, consist of the following personnel:

a. PROGRAM ADMINISTRATOR. The Program Administrator shall be a full-time employee of the Contractor, or a consultant engaged by the Contractor. The Program Administrator shall have a minimum of five (5) years of experience in airport and/or highway construction and shall have had prior quality control experience on a project of comparable size and scope as the contract.

Additional qualifications for the Program Administrator shall include at least one of the following requirements:

- (1) Professional Engineer with one (1) year of airport paving experience.
- (2) Engineer-in-training with two (2) years of airport paving experience.
- (3) An individual with three (3) years of highway and/or airport paving experience, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.
- (4) Construction materials technician certified at Level III by the National Institute for Certification in Engineering Technologies (NICET).
- (5) Highway materials technician certified at Level III by NICET.
- (6) Highway construction technician certified at Level III by NICET.
- (7) A NICET certified engineering technician in Civil Engineering Technology with five (5) years of highway and/or airport paving experience.

The Program Administrator shall have full authority to institute any and all actions necessary for the successful implementation of the Quality Control Program to ensure compliance with the contract plans and technical specifications. The Program Administrator shall report directly to a responsible officer of the construction firm. The Program Administrator may supervise the Quality Control Program on more than one project provided that person can be at the job site within two (2) hours after being notified of a problem.

b. QUALITY CONTROL TECHNICIANS. A sufficient number of quality control technicians necessary to adequately implement the Quality Control Program shall be provided. These personnel shall be either Engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II or higher construction materials technician or highway construction technician and shall have a minimum of two (2) years of experience in their area of expertise.

The quality control technicians shall report directly to the Program Administrator and shall perform the following functions:

- (1) Inspection of all materials, construction, plant, and equipment for conformance to the technical specifications, and as required by subsection 100-06.
- (2) Performance of all quality control tests as required by the technical specifications and subsection 100-07.
- (3) Performance of density tests for the Engineer when required by the technical specifications.

Certification at an equivalent level, by a state or nationally recognized organization will be acceptable in lieu of NICET certification.

c. STAFFING LEVELS. The Contractor shall provide sufficient qualified quality control personnel to monitor each work activity at all times. Where material is being produced in a plant for incorporation into the work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. The Quality Control Program shall state where different technicians will be required for different work elements.

100-04 PROJECT PROGRESS SCHEDULE. The Contractor shall submit a coordinated construction schedule for all work activities. The schedule shall be prepared as a network diagram in Critical Path Method (CPM), Program Evaluation and Review Technique (PERT), or other format, or as otherwise specified in the contract. As a minimum, it shall provide information on the sequence of work activities, milestone dates, and activity duration.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a twice monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

100-05 SUBMITTALS SCHEDULE. The Contractor shall submit a detailed listing of all submittals (for example, mix designs, material certifications) and shop drawings required by the technical specifications. The listing can be developed in a spreadsheet format and shall include:

- a. Specification item number
- b. Item description
- c. Description of submittal
- d. Specification paragraph requiring submittal
- e. Scheduled date of submittal

100-06 INSPECTION REQUIREMENTS. Quality control inspection functions shall be organized to provide inspections for all definable features of work, as detailed below. All inspections shall be documented by the Contractor as specified by subsection 100-07.

Inspections shall be performed daily to ensure continuing compliance with contract requirements until completion of the particular feature of work. These shall include the following minimum requirements:

a. During plant operation for material production, quality control test results and periodic inspections shall be used to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the technical specifications. All equipment used in proportioning and mixing shall be inspected to ensure its proper operating condition. The Quality Control Program shall detail how these and other quality control functions will be accomplished and used.

b. During field operations, quality control test results and periodic inspections shall be used to ensure the quality of all materials and workmanship. All equipment used in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and

tolerances specified. The Program shall document how these and other quality control functions will be accomplished and used.

100-07 QUALITY CONTROL TESTING PLAN. As a part of the overall Quality Control Program, the Contractor shall implement a quality control testing plan, as required by the technical specifications. The testing plan shall include the minimum tests and test frequencies required by each technical specification Item, as well as any additional quality control tests that the Contractor deems necessary to adequately control production and/or construction processes.

The testing plan can be developed in a spreadsheet fashion and shall, as a minimum, include the following:

- a. Specification item number (for example, P-401)
- b. Item description (for example, Plant Mix Bituminous Pavements)
- c. Test type (for example, gradation, grade, asphalt content)
- d. Test standard (for example, ASTM or American Association of State Highway and Transportation Officials (AASHTO) test number, as applicable)
- e. Test frequency (for example, as required by technical specifications or minimum frequency when requirements are not stated)
- f. Responsibility (for example, plant technician)
- g. Control requirements (for example, target, permissible deviations)

The testing plan shall contain a statistically-based procedure of random sampling for acquiring test samples in accordance with ASTM D3665. The Engineer shall be provided the opportunity to witness quality control sampling and testing.

All quality control test results shall be documented by the Contractor as required by subsection 100-08.

100-08 DOCUMENTATION. The Contractor shall maintain current quality control records of all inspections and tests performed. These records shall include factual evidence that the required inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

These records must cover both conforming and defective or deficient features, and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to the Engineer daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the Contractor's Program Administrator.

Specific Contractor quality control records required for the contract shall include, but are not necessarily limited to, the following records:

a. DAILY INSPECTION REPORTS. Each Contractor quality control technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations. These technician's daily reports shall provide factual evidence that continuous quality control inspections have been performed and shall, as a minimum, include the following:

- (1) Technical specification item number and description
- (2) Compliance with approved submittals
- (3) Proper storage of materials and equipment
- (4) Proper operation of all equipment
- (5) Adherence to plans and technical specifications
- (6) Review of quality control tests
- (7) Safety inspection.

The daily inspection reports shall identify inspections conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

The daily inspection reports shall be signed by the responsible quality control technician and the Program Administrator. The Engineer shall be provided at least one copy of each daily inspection report on the work day following the day of record.

b. DAILY TEST REPORTS. The Contractor shall be responsible for establishing a system that will record all quality control test results. Daily test reports shall document the following information:

- (1) Technical specification item number and description
- (2) Test designation
- (3) Location
- (4) Date of test
- (5) Control requirements
- (6) Test results
- (7) Causes for rejection
- (8) Recommended remedial actions
- (9) Retests

Test results from each day's work period shall be submitted to the Engineer prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical quality control charts. The daily test reports shall be signed by the responsible quality control technician and the Program Administrator.

100-09 CORRECTIVE ACTION REQUIREMENTS. The Quality Control Program shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the Quality Control Program as a whole, and for individual items of work contained in the technical specifications.

The Quality Control Program shall detail how the results of quality control inspections and tests will be used for determining the need for corrective action and shall contain clear sets of rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

When applicable or required by the technical specifications, the Contractor shall establish and use statistical quality control charts for individual quality control tests. The requirements for corrective action shall be linked to the control charts.

100-10 SURVEILLANCE BY THE ENGINEER. All items of material and equipment shall be subject to surveillance by the Engineer at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate quality control system in conformance with the requirements detailed here and the applicable technical specifications and plans. In addition, all items of materials, equipment and work in place shall be subject to surveillance by the Engineer at the site for the same purpose.

Surveillance by the Engineer does not relieve the Contractor of performing quality control inspections of either on-site or off-site Contractor's or subcontractor's work.

100-11 NONCOMPLIANCE.

- a. The Engineer will notify the Contractor of any noncompliance with any of the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Any notice, when delivered by the Engineer or his or her authorized representative to the

Contractor or his or her authorized representative at the site of the work, shall be considered sufficient notice.

- b. In cases where quality control activities do not comply with either the Contractor Quality Control Program or the contract provisions, or where the Contractor fails to properly operate and maintain an effective Quality Control Program, as determined by the Engineer, the Engineer may:
- (1) Order the Contractor to replace ineffective or unqualified quality control personnel or subcontractors.
 - (2) Order the Contractor to stop operations until appropriate corrective actions are taken.

END OF SECTION 100

SECTION 110 METHOD OF ESTIMATING PERCENTAGE OF MATERIAL WITHIN SPECIFICATION LIMITS (PWL)

110-01 GENERAL. When the specifications provide for acceptance of material based on the method of estimating percentage of material within specification limits (PWL), the PWL will be determined in accordance with this section. All test results for a lot will be analyzed statistically to determine the total estimated percent of the lot that is within specification limits. The PWL is computed using the sample average (\bar{X}) and sample standard deviation (S_n) of the specified number (n) of sublots for the lot and the specification tolerance limits, L for lower and U for upper, for the particular acceptance parameter. From these values, the respective Quality index, Q_L for Lower Quality Index and/or Q_U for Upper Quality Index, is computed and the PWL for the lot for the specified n is determined from Table 1. All specification limits specified in the technical sections shall be absolute values. Test results used in the calculations shall be to the significant figure given in the test procedure.

There is some degree of uncertainty (risk) in the measurement for acceptance because only a small fraction of production material (the population) is sampled and tested. This uncertainty exists because all portions of the production material have the same probability to be randomly sampled. The Contractor's risk is the probability that material produced at the acceptable quality level is rejected or subjected to a pay adjustment. The Owner's risk is the probability that material produced at the rejectable quality level is accepted.

It is the intent of this section to inform the Contractor that, in order to consistently offset the Contractor's risk for material evaluated, production quality (using population average and population standard deviation) must be maintained at the acceptable quality specified or higher. In all cases, it is the responsibility of the Contractor to produce at quality levels that will meet the specified acceptance criteria when sampled and tested at the frequencies specified.

110-02 METHOD FOR COMPUTING PWL. The computational sequence for computing PWL is as follows:

- a. Divide the lot into n sublots in accordance with the acceptance requirements of the specification.
- b. Locate the random sampling position within the subplot in accordance with the requirements of the specification.
- c. Make a measurement at each location, or take a test portion and make the measurement on the test portion in accordance with the testing requirements of the specification.

- d. Find the sample average (\bar{X}) for all subplot values within the lot by using the following formula:

$$\bar{X} = (x_1 + x_2 + x_3 + \dots + x_n) / n$$

Where: \bar{X} = Sample average of all subplot values within a lot
 x_1, x_2 = Individual subplot values
 n = Number of sublots

- e. Find the sample standard deviation (S_n) by use of the following formula:

$$S_n = [(d_1^2 + d_2^2 + d_3^2 + \dots + d_n^2)/(n-1)]^{1/2}$$

Where: S_n = Sample standard deviation of the number of subplot values in the set
 d_1, d_2 = Deviations of the individual subplot values x_1, x_2, \dots from the average value \bar{X}
that is: $d_1 = (x_1 - \bar{X}), d_2 = (x_2 - \bar{X}) \dots d_n = (x_n - \bar{X})$
 n = Number of sublots

- f. For single sided specification limits (that is, L only), compute the Lower Quality Index Q_L by use of the following formula:

$$Q_L = (\bar{X} - L) / S_n$$

Where: L = specification lower tolerance limit

Estimate the percentage of material within limits (PWL) by entering Table 1 with Q_L , using the column appropriate to the total number (n) of measurements. If the value of Q_L falls between values shown on the table, use the next higher value of PWL.

- g. For double-sided specification limits (that is, L and U), compute the Quality Indexes Q_L and Q_U by use of the following formulas:

$$Q_L = (\bar{X} - L) / S_n$$

and

$$Q_U = (U - \bar{X}) / S_n$$

Where: L and U = specification lower and upper tolerance limits

Estimate the percentage of material between the lower (L) and upper (U) tolerance limits (PWL) by entering Table 1 separately with Q_L and Q_U , using the column appropriate to the total number (n) of measurements, and determining the percent of material above P_L and percent of material below P_U for each tolerance limit. If the values of Q_L fall between values shown on the table, use the next higher value of P_L or P_U . Determine the PWL by use of the following formula:

$$PWL = (P_U + P_L) - 100$$

Where: P_L = percent within lower specification limit
 P_U = percent within upper specification limit

EXAMPLE OF PWL CALCULATION

Project: Example Project

Test Item: Item P-401, Lot A.

A. PWL Determination for Mat Density.

1. Density of four random cores taken from Lot A.

$$A-1 = 96.60$$

$$A-2 = 97.55$$

$$A-3 = 99.30$$

$$A-4 = 98.35$$

$$n = 4$$

2. Calculate average density for the lot.

$$X = (x_1 + x_2 + x_3 + \dots + x_n) / n$$

$$X = (96.60 + 97.55 + 99.30 + 98.35) / 4$$

$$X = 97.95\% \text{ density}$$

3. Calculate the standard deviation for the lot.

$$S_n = \left[\frac{((96.60 - 97.95)^2 + (97.55 - 97.95)^2 + (99.30 - 97.95)^2 + (98.35 - 97.95)^2)}{(4 - 1)} \right]^{1/2}$$

$$S_n = \left[\frac{(1.82 + 0.16 + 1.82 + 0.16)}{3} \right]^{1/2}$$

$$S_n = 1.15$$

4. Calculate the Lower Quality Index Q_L for the lot. ($L=96.3$)

$$Q_L = (X - L) / S_n$$

$$Q_L = (97.95 - 96.30) / 1.15$$

$$Q_L = 1.4348$$

5. Determine PWL by entering Table 1 with $Q_L = 1.44$ and $n = 4$.

$$PWL = 98$$

B. PWL Determination for Air Voids.

1. Air Voids of four random samples taken from Lot A.

$$A-1 = 5.00$$

$$A-2 = 3.74$$

$$A-3 = 2.30$$

$$A-4 = 3.25$$

2. Calculate the average air voids for the lot.

$$X = (x_1 + x_2 + x_3 + \dots + x_n) / n$$

$$X = (5.00 + 3.74 + 2.30 + 3.25) / 4$$

$$X = 3.57\%$$

3. Calculate the standard deviation S_n for the lot.

$$S_n = \left[\frac{((3.57 - 5.00)^2 + (3.57 - 3.74)^2 + (3.57 - 2.30)^2 + (3.57 - 3.25)^2)}{(4 - 1)} \right]^{1/2}$$

$$S_n = \left[\frac{(2.04 + 0.03 + 1.62 + 0.10)}{3} \right]^{1/2}$$

$$S_n = 1.12$$

4. Calculate the Lower Quality Index Q_L for the lot. ($L = 2.0$)

$$Q_L = (X - L) / S_n$$

$$Q_L = (3.57 - 2.00) / 1.12$$

$$Q_L = 1.3992$$

5. Determine P_L by entering Table 1 with $Q_L = 1.41$ and $n = 4$.

$$P_L = 97$$

6. Calculate the Upper Quality Index Q_U for the lot. ($U = 5.0$)

$$Q_U = (U - X) / S_n$$

$$Q_U = (5.00 - 3.57) / 1.12$$

$$Q_U = 1.2702$$

7. Determine P_U by entering Table 1 with $Q_U = 1.29$ and $n = 4$.

$$P_U = 93$$

8. Calculate Air Voids PWL

$$PWL = (P_L + P_U) - 100$$

$$PWL = (97 + 93) - 100 = 90$$

EXAMPLE OF OUTLIER CALCULATION (REFERENCE ASTM E178)

Project: Example Project

Test Item: Item P-401, Lot A.

A. Outlier Determination for Mat Density.

1. Density of four random cores taken from Lot A arranged in descending order.

$$A-3 = 99.30$$

$$A-4 = 98.35$$

$$A-2 = 97.55$$

$$A-1 = 96.60$$

2. Use $n=4$ and upper 5% significance level of to find the critical value for test criterion = 1.463.

3. Use average density, standard deviation, and test criterion value to evaluate density measurements.

- a. For measurements greater than the average:

If $(\text{measurement} - \text{average})/(\text{standard deviation})$ is less than test criterion, then the measurement is not considered an outlier

For A-3, check if $(99.30 - 97.95) / 1.15$ is greater than 1.463.

Since 1.174 is less than 1.463, the value is not an outlier.

- b. For measurements less than the average:

If $(\text{average} - \text{measurement})/(\text{standard deviation})$ is less than test criterion, then the measurement is not considered an outlier.

For A-1, check if $(97.95 - 96.60) / 1.15$ is greater than 1.463.

Since 1.435 is less than 1.463, the value is not an outlier.

Note: In this example, a measurement would be considered an outlier if the density were:

Greater than $(97.95 + 1.463 \times 1.15) = 99.63\%$

OR

less than $(97.95 - 1.463 \times 1.15) = 96.27\%$.

Table 1. Table for Estimating Percent of Lot Within Limits (PWL)

Percent Within Limits (P _L and P _U)	Positive Values of Q (Q _L and Q _U)							
	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
99	1.1541	1.4700	1.6714	1.8008	1.8888	1.9520	1.9994	2.0362
98	1.1524	1.4400	1.6016	1.6982	1.7612	1.8053	1.8379	1.8630
97	1.1496	1.4100	1.5427	1.6181	1.6661	1.6993	1.7235	1.7420
96	1.1456	1.3800	1.4897	1.5497	1.5871	1.6127	1.6313	1.6454
95	1.1405	1.3500	1.4407	1.4887	1.5181	1.5381	1.5525	1.5635
94	1.1342	1.3200	1.3946	1.4329	1.4561	1.4717	1.4829	1.4914
93	1.1269	1.2900	1.3508	1.3810	1.3991	1.4112	1.4199	1.4265
92	1.1184	1.2600	1.3088	1.3323	1.3461	1.3554	1.3620	1.3670
91	1.1089	1.2300	1.2683	1.2860	1.2964	1.3032	1.3081	1.3118
90	1.0982	1.2000	1.2290	1.2419	1.2492	1.2541	1.2576	1.2602
89	1.0864	1.1700	1.1909	1.1995	1.2043	1.2075	1.2098	1.2115
88	1.0736	1.1400	1.1537	1.1587	1.1613	1.1630	1.1643	1.1653
87	1.0597	1.1100	1.1173	1.1192	1.1199	1.1204	1.1208	1.1212
86	1.0448	1.0800	1.0817	1.0808	1.0800	1.0794	1.0791	1.0789
85	1.0288	1.0500	1.0467	1.0435	1.0413	1.0399	1.0389	1.0382
84	1.0119	1.0200	1.0124	1.0071	1.0037	1.0015	1.0000	0.9990
83	0.9939	0.9900	0.9785	0.9715	0.9671	0.9643	0.9624	0.9610
82	0.9749	0.9600	0.9452	0.9367	0.9315	0.9281	0.9258	0.9241
81	0.9550	0.9300	0.9123	0.9025	0.8966	0.8928	0.8901	0.8882
80	0.9342	0.9000	0.8799	0.8690	0.8625	0.8583	0.8554	0.8533
79	0.9124	0.8700	0.8478	0.8360	0.8291	0.8245	0.8214	0.8192
78	0.8897	0.8400	0.8160	0.8036	0.7962	0.7915	0.7882	0.7858
77	0.8662	0.8100	0.7846	0.7716	0.7640	0.7590	0.7556	0.7531
76	0.8417	0.7800	0.7535	0.7401	0.7322	0.7271	0.7236	0.7211
75	0.8165	0.7500	0.7226	0.7089	0.7009	0.6958	0.6922	0.6896
74	0.7904	0.7200	0.6921	0.6781	0.6701	0.6649	0.6613	0.6587
73	0.7636	0.6900	0.6617	0.6477	0.6396	0.6344	0.6308	0.6282
72	0.7360	0.6600	0.6316	0.6176	0.6095	0.6044	0.6008	0.5982
71	0.7077	0.6300	0.6016	0.5878	0.5798	0.5747	0.5712	0.5686
70	0.6787	0.6000	0.5719	0.5582	0.5504	0.5454	0.5419	0.5394
69	0.6490	0.5700	0.5423	0.5290	0.5213	0.5164	0.5130	0.5105
68	0.6187	0.5400	0.5129	0.4999	0.4924	0.4877	0.4844	0.4820
67	0.5878	0.5100	0.4836	0.4710	0.4638	0.4592	0.4560	0.4537
66	0.5563	0.4800	0.4545	0.4424	0.4355	0.4310	0.4280	0.4257
65	0.5242	0.4500	0.4255	0.4139	0.4073	0.4030	0.4001	0.3980
64	0.4916	0.4200	0.3967	0.3856	0.3793	0.3753	0.3725	0.3705
63	0.4586	0.3900	0.3679	0.3575	0.3515	0.3477	0.3451	0.3432
62	0.4251	0.3600	0.3392	0.3295	0.3239	0.3203	0.3179	0.3161
61	0.3911	0.3300	0.3107	0.3016	0.2964	0.2931	0.2908	0.2892
60	0.3568	0.3000	0.2822	0.2738	0.2691	0.2660	0.2639	0.2624
59	0.3222	0.2700	0.2537	0.2461	0.2418	0.2391	0.2372	0.2358
58	0.2872	0.2400	0.2254	0.2186	0.2147	0.2122	0.2105	0.2093
57	0.2519	0.2100	0.1971	0.1911	0.1877	0.1855	0.1840	0.1829
56	0.2164	0.1800	0.1688	0.1636	0.1607	0.1588	0.1575	0.1566
55	0.1806	0.1500	0.1406	0.1363	0.1338	0.1322	0.1312	0.1304
54	0.1447	0.1200	0.1125	0.1090	0.1070	0.1057	0.1049	0.1042
53	0.1087	0.0900	0.0843	0.0817	0.0802	0.0793	0.0786	0.0781
52	0.0725	0.0600	0.0562	0.0544	0.0534	0.0528	0.0524	0.0521
51	0.0363	0.0300	0.0281	0.0272	0.0267	0.0264	0.0262	0.0260
50	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Percent Within Limits (P _L and P _U)	Negative Values of Q (Q _L and Q _U)							
	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
49	-0.0363	-0.0300	-0.0281	-0.0272	-0.0267	-0.0264	-0.0262	-0.0260
48	-0.0725	-0.0600	-0.0562	-0.0544	-0.0534	-0.0528	-0.0524	-0.0521
47	-0.1087	-0.0900	-0.0843	-0.0817	-0.0802	-0.0793	-0.0786	-0.0781
46	-0.1447	-0.1200	-0.1125	-0.1090	-0.1070	-0.1057	-0.1049	-0.1042
45	-0.1806	-0.1500	-0.1406	-0.1363	-0.1338	-0.1322	-0.1312	-0.1304
44	-0.2164	-0.1800	-0.1688	-0.1636	-0.1607	-0.1588	-0.1575	-0.1566
43	-0.2519	-0.2100	-0.1971	-0.1911	-0.1877	-0.1855	-0.1840	-0.1829
42	-0.2872	-0.2400	-0.2254	-0.2186	-0.2147	-0.2122	-0.2105	-0.2093
41	-0.3222	-0.2700	-0.2537	-0.2461	-0.2418	-0.2391	-0.2372	-0.2358
40	-0.3568	-0.3000	-0.2822	-0.2738	-0.2691	-0.2660	-0.2639	-0.2624
39	-0.3911	-0.3300	-0.3107	-0.3016	-0.2964	-0.2931	-0.2908	-0.2892
38	-0.4251	-0.3600	-0.3392	-0.3295	-0.3239	-0.3203	-0.3179	-0.3161
37	-0.4586	-0.3900	-0.3679	-0.3575	-0.3515	-0.3477	-0.3451	-0.3432
36	-0.4916	-0.4200	-0.3967	-0.3856	-0.3793	-0.3753	-0.3725	-0.3705
35	-0.5242	-0.4500	-0.4255	-0.4139	-0.4073	-0.4030	-0.4001	-0.3980
34	-0.5563	-0.4800	-0.4545	-0.4424	-0.4355	-0.4310	-0.4280	-0.4257
33	-0.5878	-0.5100	-0.4836	-0.4710	-0.4638	-0.4592	-0.4560	-0.4537
32	-0.6187	-0.5400	-0.5129	-0.4999	-0.4924	-0.4877	-0.4844	-0.4820
31	-0.6490	-0.5700	-0.5423	-0.5290	-0.5213	-0.5164	-0.5130	-0.5105
30	-0.6787	-0.6000	-0.5719	-0.5582	-0.5504	-0.5454	-0.5419	-0.5394
29	-0.7077	-0.6300	-0.6016	-0.5878	-0.5798	-0.5747	-0.5712	-0.5686
28	-0.7360	-0.6600	-0.6316	-0.6176	-0.6095	-0.6044	-0.6008	-0.5982
27	-0.7636	-0.6900	-0.6617	-0.6477	-0.6396	-0.6344	-0.6308	-0.6282
26	-0.7904	-0.7200	-0.6921	-0.6781	-0.6701	-0.6649	-0.6613	-0.6587
25	-0.8165	-0.7500	-0.7226	-0.7089	-0.7009	-0.6958	-0.6922	-0.6896
24	-0.8417	-0.7800	-0.7535	-0.7401	-0.7322	-0.7271	-0.7236	-0.7211
23	-0.8662	-0.8100	-0.7846	-0.7716	-0.7640	-0.7590	-0.7556	-0.7531
22	-0.8897	-0.8400	-0.8160	-0.8036	-0.7962	-0.7915	-0.7882	-0.7858
21	-0.9124	-0.8700	-0.8478	-0.8360	-0.8291	-0.8245	-0.8214	-0.8192
20	-0.9342	-0.9000	-0.8799	-0.8690	-0.8625	-0.8583	-0.8554	-0.8533
19	-0.9550	-0.9300	-0.9123	-0.9025	-0.8966	-0.8928	-0.8901	-0.8882
18	-0.9749	-0.9600	-0.9452	-0.9367	-0.9315	-0.9281	-0.9258	-0.9241
17	-0.9939	-0.9900	-0.9785	-0.9715	-0.9671	-0.9643	-0.9624	-0.9610
16	-1.0119	-1.0200	-1.0124	-1.0071	-1.0037	-1.0015	-1.0000	-0.9990
15	-1.0288	-1.0500	-1.0467	-1.0435	-1.0413	-1.0399	-1.0389	-1.0382
14	-1.0448	-1.0800	-1.0817	-1.0808	-1.0800	-1.0794	-1.0791	-1.0789
13	-1.0597	-1.1100	-1.1173	-1.1192	-1.1199	-1.1204	-1.1208	-1.1212
12	-1.0736	-1.1400	-1.1537	-1.1587	-1.1613	-1.1630	-1.1643	-1.1653
11	-1.0864	-1.1700	-1.1909	-1.1995	-1.2043	-1.2075	-1.2098	-1.2115
10	-1.0982	-1.2000	-1.2290	-1.2419	-1.2492	-1.2541	-1.2576	-1.2602
9	-1.1089	-1.2300	-1.2683	-1.2860	-1.2964	-1.3032	-1.3081	-1.3118
8	-1.1184	-1.2600	-1.3088	-1.3323	-1.3461	-1.3554	-1.3620	-1.3670
7	-1.1269	-1.2900	-1.3508	-1.3810	-1.3991	-1.4112	-1.4199	-1.4265
6	-1.1342	-1.3200	-1.3946	-1.4329	-1.4561	-1.4717	-1.4829	-1.4914
5	-1.1405	-1.3500	-1.4407	-1.4887	-1.5181	-1.5381	-1.5525	-1.5635
4	-1.1456	-1.3800	-1.4897	-1.5497	-1.5871	-1.6127	-1.6313	-1.6454
3	-1.1496	-1.4100	-1.5427	-1.6181	-1.6661	-1.6993	-1.7235	-1.7420
2	-1.1524	-1.4400	-1.6016	-1.6982	-1.7612	-1.8053	-1.8379	-1.8630
1	-1.1541	-1.4700	-1.6714	-1.8008	-1.8888	-1.9520	-1.9994	-2.0362

END OF SECTION 110

DIVISION II – PAVING CONSTRUCTION DETAILS

ITEM 150510 – ENGINEER’S FIELD OFFICE

150-2.1

REVISE:

Paragraph (G) to the following:

- (G) One (1) electric water cooler dispenser (countertop or freestanding) capable of dispensing cold and hot water and a supply of water bottles filled with potable water as needed.

Paragraph (I) to the following:

- (I) One (1) desk top inkjet or laser copier/printer, minimum 10 copies per minute, complete with paper and ink/toner, dry process, capable of copying 8 ½” x 11” and 11” x 17” sheets of paper and capable of copying field books, paper shall be supplied as needed throughout project.

ADD:

- (N) One first-aid cabinet fully equipped.
- (O) One (1) 800 Watt minimum, 0.8 cubic foot or larger microwave oven.
- (P) One (1) Coffee Maker
- (Q) Solid waste disposal consisting of two (2) 28-quart waste baskets and an outside trash container of sufficient size to accommodate a weekly provided pick-up service.
- (R) One (1) internet access account for use by the Engineer with a minimum advertised download speed of up to 768 Kbps and a minimum advertised upload speed of up to 384 Kbps. The type of internet access chosen by the Contractor shall allow for simultaneous use of the internet connection, landline telephone, and facsimile machine. Any required modems, broadband cards or other equipment needed for connecting a desktop or laptop computer to the type of internet connection selected by the Contractor shall also be provided by the Contractor.

150-3.1

REVISE the 1st sentence to read as follows:

The building will include all utility costs including any hookup and disconnection costs and the building and any supplied equipment and furniture shall be released to the Contractor in good condition at the end of the project.

ADD: Payment will be made under:

ITEM AR150510 ENGINEER’S FIELD OFFICE – PER LUMP SUM.

ITEM 150520 – MOBILIZATION

150-3.1

REVISE the first paragraph to read as follows:

This work shall be paid for at the lump sum price for MOBILIZATION. The amount which a Contractor will receive payment for, according to the following schedule, will be limited to **six (6)** percent of the original contract amount. Should the bid for mobilization exceed **six (6)** percent, the amount over **six (6)** percent will not be paid until ninety (90) percent of the adjusted contract value is earned.

ADD: Payment will be made under:

ITEM AR150520 MOBILIZATION – PER LUMP SUM.

ITEM 152 – EXCAVATION AND EMBANKMENT

DESCRIPTION

152-1.1

ADD to the end of the 3rd paragraph the following:

Excess excavation shall be transported to the on airport location shown on the plans. Any material hauled on public roads shall be hauled in licensed trucks. Any St. Clair County permits required by the Contractor for hauling shall be obtained by the Contractor at no additional cost to the contract.

CONSTRUCTION METHODS

152-2.2 EXCAVATION

REVISE: The 8th paragraph of this section to read:

Excavation and embankment below airfield pavements shall be compacted to a density of not less than the percentage of the maximum density, at optimum moisture, shown in Table 1 as determined by the compaction control tests cited in Division VII for ASTM D 1557.

152-2.15 DUST CONTROL WATERING

ADD:

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

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

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

MEATHOD OF MEASUREMENT

152-3.2

DELETE: This section.

152-3.3

DELETE: This section.

BASIS OF PAYMENT

152-4.3

DELETE: This section.

152-4.4

DELETE: This section.

ADD:
Payment will be made under:

ITEM AR152410 UNCLASSIFIED EXCAVATION – PER CUBIC YARD.

ITEM 155 – LIME TREATED SUBGRADE

COMPOSITION

155-3.1 LIME

REVISE: The 3rd paragraph to read:

The optimum moisture content and maximum dry density of the lime-modified soil shall be determined by the Contractor in accordance with ASTM D 1557.

BASIS OF PAYMENT

155-8.1

ADD:

Payment will be made under:

**ITEM AR155540
ITEM AR155612**

**BY-PRODUCT LIME – PER TON
SOIL PROCESSING-12” – PER SQUARE YARD**

ITEM 156000 – EROSION CONTROL

MATERIALS

ADD:

156-2.6 EROSION CONTROL BLANKET

Erosion control blanket shall be a photodegradable net meeting the requirements of North American Green DS75, Western Excelsior EXCEL R-1 Rapid Go, Curlex I QuickMow or equal.

CONSTRUCTION METHODS

ADD:

156-3.9 EROSION CONTROL BLANKET

The construction methods, including overlap and staple patterns, shall follow the manufacturer's recommendations.

ADD:

156-3.10 INLET PROTECTION

Existing inlets located within the disturbed area and new in-turf inlets shall be protected as detailed on the plans.

ADD:

156-3.11

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

METHOD OF MEASUREMENT

156-4.2

DELETE: This section to read:

156-4.3

REVISE: This section to read:

Temporary Seeding and Temporary Mulching shall not be measured for payment, but shall be considered incidental to Item 156000 – Erosion Control.

ADD:

156-4.4

The area of erosion control blanket to be paid for shall be the number of square yards satisfactorily installed by the Contractor and accepted by the Engineer.

ADD:

156-4.5

The number of Ditch Checks to be paid for shall be the number shown in the plans or ordered by the Resident Engineer used to control erosion and satisfactorily completed.

BASIS OF PAYMENT

156-5.1

REVISE: This section to read:

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

Temporary seeding and temporary mulching shall not be measured for payment, but shall be considered incidental to Item 156000 – Erosion Control.

Payment will be made under:

ITEM AR156510	SILT FENCE – PER LINEAR FOOT.
ITEM AR156511	DITCH CHECK – PER EACH.
ITEM AR156531	EROSION CONTROL BLANKET – PER SQUARE YARD.

ITEM 209 – CRUSHED AGGREGATE BASE COURSE

MATERIALS

209-2.1

DELETE: Gradation “C” in Table 1.

CONSTRUCTION METHODS

209-3.4 FINISHING AND COMPACTING

ADD:

The Contractor shall submit copies of all Quality Control density test results for each lift to the Resident Engineer prior to acceptance testing.

DELETE: Second sentence, third paragraph and REPLACE with:

When the rolling develops irregularities that exceed 3/8 inch when tested with a Contractor supplied 16 foot straightedge or other acceptable method, the irregular surface shall be loosened, refilled with the same kind of material as that used in constructing the course, and rolled again as required.

209-3.7 SURFACE GRADE ACCURACY

REPLACE the word “3/16” with “3/8”.

BASIS OF PAYMENT

209-5.1

ADD:

Payment will be made under:

ITEM AR209609	CRUSHED AGG. BASE COURSE- 9” – PER SQUARE YARD.
ITEM AR209618	CRUSHED AGG. BASE COURSE- 18” – PER SQUAR YARD.

ITEM 401 – BITUMINOUS SURFACE COURSE – METHOD I
(Central Plant Hot Mix)

DESCRIPTION

401-1.1

REVISE: The 3rd sentence of the 2nd paragraph to read:

The HMA surface course shall be laid in a maximum of 2 ½ inch lifts.

ADD the following as the 4th paragraph of this section:

This specification is intended for use on access road pavements not subject to aircraft loading. Method I shall be used for all requirements within this specification with a loading weight of over 60,000 pounds.

401-3.2 JOB MIX FORMULA

DELETE: In Table 1 the column labeled “Under 60,000 lb”.

CONSTRUCTION METHODS

401-4.12 JOINTS

ADD the following as the 6th paragraph of this section:

If at any time during the surface course paving operation, it becomes necessary to end a paving lane at a location other than the new finished pavement edge because of ending a day's paving, machinery breakdown, etc., the lane end will be sawed back a sufficient distance to provide a smooth, neat appearing joint from which to resume paving. The sawed face will be painted with a tack coat and this work shall be considered incidental to Item 401, Bituminous Surface Course, and no additional compensation will be allowed.

401-4.14 SHAPING EDGES

ADD the following as the 2nd paragraph of this section:

All pavement edges, including the pavement ends, must be left in proper alignment, as shown on the plans. This may be accomplished by a trimming method, or, at the Contractor's option, by sawing after the paving has been completed. No additional compensation will be made if the sawing method is used.

BASIS OF PAYMENT

401-6.1

ADD:

Payment will be made under:

ITEM AR401610 BITUMINOUS SURFACE COURSE – PER TON

ITEM 401900 – REMOVE BITUMINOUS PAVEMENT

DESCRIPTION

401-1.1

ADD after the word “structure” in the first sentence the following: “and crushed aggregate base course”.

CONSTRUCTION METHODS

401-2.1

ADD after the word “structure” in the second paragraph the following: “and crushed aggregate base course”.

DELETE the third sentence of the third paragraph.

METHOD OF MEASUREMENT

401-3.1

ADD after the word “removal” in the first sentence the following: “including the crushed aggregate base course”.

BASIS OF PAYMENT

401-4.1

ADD after the word “removal” in the first sentence the following: “including the crushed aggregate base course”.

ADD:

Payment will be made under:

ITEM AR401900 REMOVE BITUMINOUS PAVEMENT – PER SQUARE YARD

ITEM 403 – BITUMINOUS BASE COURSE – METHOD I
(Central Plant Hot Mix)

DESCRIPTION

403-1.1

REVISE: The 3rd sentence of the 2nd paragraph to read:

The HMA base course shall be laid in a maximum of 2 ½ inch lifts.

ADD the following as the 4th paragraph of this section:

This specification is intended for use on access road pavements not subject to aircraft loading. Method I shall be used for all requirements within this specification with a loading weight of over 60,000 pounds.

403-3.2 JOB MIX FORMULA

DELETE: In Table 1 the column labeled “Under 60,000 lb.”.

CONSTRUCTION METHODS

403-4.11 JOINTS

ADD the following as the 6th paragraph of this section:

If at any time during the base course paving operation, it becomes necessary to end a paving lane at a location other than the new finished pavement edge because of ending a day’s paving, machinery breakdown, etc., the lane end will be sawed back a sufficient distance to provide a smooth, neat appearing joint from which to resume paving. The sawed face will be painted with a tack coat and this work shall be considered incidental to Item 403, Bituminous Base Course, and no additional compensation will be allowed.

403-4.12 SHAPING EDGES

ADD the following as the 2nd paragraph of this section:

All pavement edges, including the pavement ends, must be left in proper alignment, as shown on the plans. This may be accomplished by a trimming method, or, at the Contractor’s option, by sawing after the paving has been completed. No additional compensation will be made if the sawing method is used.

BASIS OF PAYMENT

403-6.1

ADD:

Payment will be made under:

ITEM AR403610 BITUMINOUS BASE COURSE – PER TON

ITEM 602 – BITUMINOUS PRIME COAT

CONSTRUCTION METHODS

602-3.3 APPLICATION OF BITUMINOUS MATERIAL

ADD the following to the 2nd paragraph:

Areas worn from hauling operations shall be re-primed at no additional cost to the contract.

BASIS OF PAYMENT

602-5.1

ADD:

Payment will be made under:

ITEM AR602510 BITUMINOUS PRIME COAT – PER GALLON.

ITEM 603 – BITUMINOUS TACK COAT

CONSTRUCTION METHODS

603-3.3 APPLICATION OF BITUMINOUS MATERIAL

ADD the following to the 2nd paragraph:

Areas worn from hauling operations shall be re-primed at no additional cost to the contract.

BASIS OF PAYMENT

603-5.1

ADD:

Payment will be made under:

ITEM AR603510 BITUMINOUS TACK COAT – PER GALLON.

ITEM 620 – PAVEMENT MARKING

MATERIALS

620-2.2 PAINT

DELETE Item 19. EPOXY.

ADD:

All paint shall be waterborne. The paint shall contain no lead, chromium, cadmium or barium.

620-2.3 REFLECTIVE MEDIA

REPLACE this section with the following:

Glass beads for waterborne paint shall meet the requirements for Federal Specification TT-B-1325D, Type III. Glass beads shall be treated with all compatible agents recommended by the manufacturer of the paint and reflective media to ensure adhesion and embedment.

CONSTRUCTION METHODS

620-3.5 APPLICATION

REPLACE TABLE 1 with the following:

TABLE 1. Application Rates for Paint and Glass Beads

Paint Type	Paint Square feet per gallon, ft ² /gal	Glass Beads, Type III Pounds per gallon of paint, lb/gal
Waterborne	115 ft ² /gal maximum	10 lb/gal minimum

DELETE the first paragraph after TABLE 1 and REPLACE with the following:

The paint shall be applied in two (2) separate applications for all markings. The first application of the pavement markings shall be made at 25% of the application rate minus glass beads. The second application shall be made at 100% of the application rate with glass beads. The time lapse between the two applications shall be per the manufacturer's recommendations.

A period of 30 days minimum shall elapse between placement of a HMA surface course, seal coat, or rejuvenator and application of the paint. For any calendar days where no other contract work including punch list work is remaining during the 30 day waiting period, those days will not be charged as contract time.

METHOD OF MEASUREMENT

620-4.1

ADD:

The quantity of permanent waterborne markings to be paid for shall be the number of square feet of painting with the specified material **measured only once to apply two coats** in conformance with the specifications and accepted by the Engineer. Reflective media shall not be measured for payment but shall be considered incidental to the pavement marking work.

BASIS OF PAYMENT

620-5.1

ADD:

Payment will be made under:

ITEM AR620520	PAVEMENT MARKING-WATERBORNE – PER SQUARE FOOT.
ITEM AR620525	PAVEMENT MARKING-BLACK BORDER – PER SQUARE FOOT.

DIVISION IV – DRAINAGE

ITEM 701 – PIPE FOR STORM SEWERS AND CULVERTS

MATERIALS

701-2.1 GENERAL

DELETE: Entire Section.

ADD:

Pipe shall be of the type and diameter indicated and installed at the locations shown on the plans. Pipe for storm sewers shall be concrete storm sewer pipe Class IV reinforced concrete conforming to ASTM C-76 (with joints meeting ASTM C-361) as called out in the plans.

701-3.2 CRADLES

REPLACE in this section all references to “Item 208-2.3” with “Item 208-2.2”.

701-3.3 LAYING AND INSTALLING PIPE

ADD:

The Contractor shall record the final “as-built” elevations for the end of each pipe run and provide the elevations to the Engineer.

When sewer installation requires tapping into an existing manhole or inlet, the hole shall be cored to allow for appropriate pipe sizing. The work shall be considered incidental to the installation of the pipe.

BASIS OF PAYMENT

701-5.1

ADD:

Payment will be made under:

ITEM AR701524	24” RCP, CLASS IV – PER LINEAR FOOT.
ITEM AR701530	30” RCP, CLASS IV – PER LINEAR FOOT.
ITEM AR701536	36” RCP, CLASS IV – PER LINEAR FOOT.
ITEM AR701542	42” RCP, CLASS IV – PER LINEAR FOOT.
ITEM AR701548	48” RCP, CLASS IV – PER LINEAR FOOT.
ITEM AR701900	REMOVE PIPE – PER LINEAR FOOT.

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

DESCRIPTION

751-1.1

ADD:

Specifically, this item consists of the construction of trench drains and storm sewer manholes as shown on the plans or as directed by the Engineer.

Trench drain inlets shall be as shown on the plans.

MATERIALS

751-2.9 MANHOLES

ADD:

Manholes shall be as detailed on the plans.

CONSTRUCTION METHODS

751-3.1 UNCLASSIFIED EXCAVATION

ADD:

F. DEWATERING – The Contractor shall, at all times, provide and maintain in operation pumping and/or well point equipment for the complete dewatering of the excavation. No structure shall be permitted to be constructed in an excavated area in which any amount of water flows or is pooled.

751-3.3 CONCRETE STRUCTURES

ADD to the end of the 1st paragraph the following:

Manholes shall be installed on a 6" IDOT CA-11 under the manhole bottom. No more than 8" maximum concrete adjusting rings may be utilized to meet the grades specified. All lift lug holes shall be sealed watertight.

751-3.7 PLACEMENT AND TREATMENT OF CASTINGS, FRAMES, AND FITTINGS

ADD to the end of the 1st paragraph the following:

All cleanouts, collection structures, manholes, inlets, trench drains, hand holes, and other miscellaneous structures located in pavement shall be installed flush with the pavement or up to 1/4" below the pavement. Any structure with a finished rim elevation that exceeds the surface elevation of the adjacent pavement shall be adjusted by the Contractor at no additional cost to the contract.

BASIS OF PAYMENT

751-5.1

ADD:

Payment will be made under:

ITEM AR751416	TYPE 1 INLET – PER EACH.
ITEM AR751417	TYPE 2 INLET – PER EACH.
ITEM AR751540	MANHOLE 4’ – PER EACH.

ITEM 752 – CONCRETE CULVERTS, HEADWALLS, AND MISCELLANEOUS DRAINAGE STRUCTURES

DESCRIPTION

752-1.1

ADD:

This item shall also consist of the installation of new flared end sections and the relocation of existing flared end sections as shown on the plans, or as directed by the Engineer.

METHOD OF MEASUREMENT

752-4.1

ADD after the 1st sentence:

The number of flared end sections relocated shall be counted and measured by each unit removed, relocated, and installed in a new location as shown on the plans and accepted by the Engineer.

BASIS OF PAYMENT

752-5.1

ADD:

The number of flared end sections relocated will be paid for at the contract unit price per each, removed, relocated and installed in a new location as shown on the plans and accepted by the Engineer. This price shall be full compensation for furnishing all materials and for all preparation, excavation, backfilling and placing of materials and for all labor, equipment, tools and incidentals necessary to complete this work.

Payment will be made under:

ITEM AR752424	PRECAST REINFORCED CONC. FES 24" – PER EACH.
ITEM AR752430	PRECAST REINFORCED CONC. FES 30" – PER EACH.
ITEM AR752436	PRECAST REINFORCED CONC. FES 36" – PER EACH.
ITEM AR752900	REMOVE END SECTION – PER EACH.

DIVISION V – TURFING

ITEM 901 – SEEDING

CONSTRUCTION METHODS

901-3.2 DRY APPLICATION METHOD

ADD to the end of item C. Seeding the following:

The seed shall be lightly raked into the soil to a depth of ½ inch.

901-3.3 WET APPLICATION METHOD

DELETE the 4th paragraph of item D. Spraying and REPLACE with the following:

Special care shall be taken to prevent any of the slurry from being sprayed onto any hardscape areas including concrete walks, pavements, fences, buildings, runway and taxiway edge lights, etc. Any slurry sprayed onto surfaces other than those to be seeded shall be washed immediately before the slurry dries.

All seed and fertilizer applied by the spray method shall be raked into the soil or rolled prior to mulching unless otherwise approved by the Resident Engineer.

901-3.4 MAINTENANCE OF SEEDED AREAS

REPLACE in the 3rd sentence of the 1st paragraph the word “directed” with “needed”.

ADD:

901-3.5 ACCEPTANCE

The performance standard shall be met before acceptance of the work. It will be required that the Contractor establish a good stand of grass of uniform color and density to the satisfaction of the Engineer. A grass stand shall be considered adequate when bare spots are one square foot or less, randomly dispersed, and do not exceed 3% of the area seeded. Inspection for acceptance will be made within 60 days after seeding, excluding seeding dates that fall between November 2 and March 31. Seeding dates that fall between November 2 and March 31 will be evaluated no earlier than May 1. Payment for the unaccepted portions **will be made at 50% the contract unit price upon completion of the seeding and the remaining 50% of the contract unit price** will be withheld until such time as the requirements specified herein have been satisfied.

METHOD OF MEASUREMENT

901-4.1

REVISE the 1st sentence to read as follows:

The quantity of seeding to be paid for shall be the number of acres, measured to the nearest 1/10 acre, seeded limed and fertilized as specified, measured on the ground surface, completed and accepted.

BASIS OF PAYMENT

901-5.1

ADD:

Payment will be made under:

ITEM AR901510 SEEDING – PER ACRE.

ITEM 904 – SODDING

BASIS OF PAYMENT

904-5.1

ADD:

Payment will be made under:

ITEM AR904510 SODDING – PER SQUARE YARD.

ITEM 905 – TOPSOILING

DESCRIPTION

905-1.1

ADD:

Specifically, this item shall consist of obtaining topsoil from within the proposed work area and placing it as the top 4 inches in fill areas. Excess topsoil shall be disposed of on airport property as specified in Item 152 for excess cut or as directed by the Resident Engineer. If there is a shortage of suitable topsoil, no off site topsoil will be required.

ITEM 908 - MULCHING

DELETE the entire specification and REPLACE with the following:

DESCRIPTION

908-1.1 This work shall consist of furnishing, hauling, placing, and securing hydraulically applied mulch on surfaces indicated on the plans or as designated by the engineer. Disturbed areas outside of authorized construction limits shall be mulched at the contractor's expense. This work may be combined with the seeding described in Item 901.

MATERIALS

908-2.1 HYDRAULICALLY APPLIED MULCH MATERIALS. No vegetative mulch will be allowed on this project for areas located inside the Airport Operations Area (AOA). In lieu of the vegetative mulch, a hydraulically applied mulch material shall be applied. The mulch material shall be cotton based and shall be North American Green HydraCM or approved equal and shall be green in color. Wood based substitutes shall not be allowed.

The contractor shall furnish a manufacturer's certification in triplicate certifying that the hydraulically applied mulch materials comply with these specifications. The engineer may sample and test these materials prior to approval and use. Acceptance will be based upon a satisfactory certification and results of any test deemed necessary by the engineer.

For areas located outside the AOA, the material specified above may be substituted with straw applied at a rate of 2 to 3 tons per acre.

CONSTRUCTION METHODS

908-3.1 MULCHING. Before spreading mulch, all stones larger than 2 inches in any diameter, sticks, stumps, and other debris shall be removed from the area to be mulched. All mulch shall be distributed evenly over the area to be mulched within 24 hours following the seeding operation.

Special care shall be taken to prevent any of the slurry from being sprayed onto any hardscape areas including concrete walks, pavements, fences, buildings, runway and taxiway edge lights, etc. Any slurry sprayed onto surfaces other than those to be mulched shall be washed immediately before the slurry dries.

The hydraulically applied mulch shall be mixed and applied according to the manufacturer's recommendations. The Contractor shall provide the Engineer a copy of the manufacturer's installation procedures a minimum of seven (7) calendar days prior to the start of the work.

The mulch material shall be mixed with water in a manner to provide a homogenous slurry as recommended by the manufacturer. Equipment for mixing and applying the slurry shall be capable of applying it uniformly over the seeded ground surface. The slurry mixture shall be agitated during application to keep the ingredients thoroughly mixed.

The mulch material shall be applied at a rate of 2,500 pounds per acre. All empty packaging shall be kept onsite until the Engineer authorizes the removal of the packaging. The empty packaging will be used by the Engineer for yield check calculations for the application rate.

908-3.2 CARE AND REPAIR. Following the overspray operation, precautions shall be taken to prohibit foot or vehicular traffic over the mulched area. The contractor shall be required to repair or replace any mulching that is defective or becomes damaged until the project is finally accepted. When, in the

judgment of the engineer, such defects or damages are the result of poor workmanship or failure to meet the requirements of the specifications, the cost of the necessary repairs or replacement shall be borne by the contractor.

However, once the contractor has completed the mulching of any area in accordance with the provisions of the specifications and to the satisfaction of the engineer, no additional work at his/her expense will be required, but subsequent repairs and replacements deemed necessary by the engineer shall be made by the contractor and will be paid for as additional or extra work in accordance with Section 20-04 of the General Provisions.

METHOD OF MEASUREMENT

908-4.1 Measurement of mulch will be made to the nearest 1/10 acre of the area mulched.

BASIS OF PAYMENT

908-5.1 Payment shall be made at the contract unit price per acre or fraction thereof, for the accepted quantity of mulching. The price shall be full compensation for furnishing and placing all material and for all labor, equipment, tools, and incidentals necessary to complete the work prescribed in this item.

Payment will be made under:

ITEM AR908510 MULCHING – PER ACRE.

DIVISION VI – LIGHTING INSTALLATION

ITEM 108 – INSTALLATION OF UNDERGROUND CABLE FOR AIRPORTS

DESCRIPTON

108-1.1

DELETE: The 3rd sentence of the first paragraph.

ADD:

This item of work shall consist of the underground installation of counterpoise, 600V and 5000V cables in PVC conduit or duct bank at the locations shown on the plans and in accordance with these specifications. When crossing existing utilities or as required by the Engineer, the Contractor shall hand dig the trenches for the proposed cables.

This work shall also include the installation of 6-Strand Multimode Fiber Optic Cable in conduit at the locations shown on the plans and in accordance with these specifications. When crossing existing utilities or as required by the Engineer, the Contractor shall hand dig the trenches for the proposed cables.

Contractor shall color code all airfield lighting cables in ducts, manholes and handholes as directed by the Engineer. All costs of color-coding shall be considered incidental to the contract unit price for the associated item.

EQUIPMENT AND MATERIALS

108-2.1 GENERAL

ADD to the end of item A. the following:

Airport lighting equipment and materials shall also meet the requirements of Title 49 U.S.C. Section 50101 for Buy American or shall have received a waiver approved by FAA prior to the use of the equipment and materials on the project.

108-2.2 CABLE

REVISE the 3rd paragraph to read as follows:

All series circuit cable shall be L-824, 1/C, No. 8, 5000 V in 2" PVC conduit. Cable shall be paid for under pay item AR108108 -1/C #8 5 KV UG CABLE.

ADD:

A. OPTICAL FIBER CABLE:

1. General: Multimode, 62.5/125^omicrometer, and Single-mode nonconductive, tight buffer, optical fiber cable.
 - a. Cable:
 - 1) Comply with ICEA S-83-596 for mechanical properties for indoor cable and ICEA S-87-640 standard for outside plant.
 - 2) Comply with TIA/EIA-568-B.3 for performance specifications.

- 3) Multimode fiber shall meet the requirements of EIA/TIA-492AAAC, "Detail Specification for 850-nm OM3 Laser-Optimized, 62.5 micron Core Diameter/ 125 micron Cladding Diameter Class Ia Graded-Index Multimode Optical Fibers."
 - 4) Listed and labeled by an NRTL acceptable to authorities having jurisdiction as complying with UL 444, UL 1651, and NFPA 70 for the following types:
 - a) Plenum Rated, Nonconductive: Type OFNP, complying with NFPA 262.
 - b) Riser Rated, Nonconductive: Type OFNR or OFNP, complying with UL 1666.
 - 5) Maximum Attenuation: MM 3.50 dB/km at 850 nm; 1.5 dB/km at 1300 nm, SM 0.40dB/km at 1310 nm, 0.30dB/km at 1550 nm.
 - 6) Minimum Modal Bandwidth: MM 500 MHz-km at 850 nm; 500 MHz-km at 1300 nm. SM Dispersion unshifted, matched-clad, zero water peak.
- b. Jacket:
- 1) Jacket Color:
 - a) Single-mode shall be yellow.
 - b) 62.5/125 multimode shall be aqua.
 - 2) Cable cordage jacket, fiber, unit, and group color shall be according to TIA/EIA-598-B.
 - 3) Imprinted with fiber count, fiber type, and aggregate length at regular intervals not to exceed 40 inches (1000 mm).
- c. Breakout kits and splice trays for terminations shall be provided by the same manufacturer as cable.
2. Underground and exterior cables
- a. Single-mode 8.7 μm to 9 μm diameter, underground and exterior cables shall be loose tube construction, gel-filled design or use dry water blocking technology, and meet or exceed the transmission performance specifications listed in ANSI/TIA/EIA-568-B.3 and ANSI/TIA/EIA-758(A).
 - b. Multi-mode 62.5/125 μm diameter, underground and exterior cables shall be OM-3 laser optimized, loose tube construction, gel-filled design or use dry water blocking technology, and meet the transmission performance specifications listed in ANSI/TIA/EIA-568-B.3 and ANSI/TIA/EIA-758(A).
- B. OPTICAL FIBER CABLE HARDWARE
1. Modular Fiber Optic Patch Panels ° Light Interface Units (LIUs):
 - a. LIUs shall be rack-mounted and have black all metal solid surfaces, padlock hasps on front and rear doors, legends to be installed inside.
 - b. Accept 12, 24, or 48 strand terminations, as shown on Drawings.
 - c. LIUs shall support modular six or eight connector bulkhead panels. Connector types as specified by Project, IE LC, FC, SC, ST, etc
 - d. Single-mode bulkhead connectors and end connectors shall be designed strictly for single-mode fiber. Single-mode connector/coupler covers to be yellow, multimode to be aqua.
 - e. Side cable entry, side jumper entry.
 - f. All coupler panels to have ceramic sleeves/ferrules.
 2. Fiber Optic Splice Trays
 - a. Fiber cable splice trays shall be used for all fiber cable terminations requiring spliced pigtails, splice cases installed without splice trays designed are prohibited.
 - b. Splice trays to be tray type with factory recommended mounting brackets and enclosure, splice trays to be provided by same manufacture as LIU(s) installed.
 3. Fiber Optic Patch Cords
 - a. Patch cords shall be factory-made.
 - b. Multimode: duplex style multi-mode 62.5 micron core diameter / 125 micron cladding diameter for multimode patch cables. Multimode patch cords shall be aqua.
 - c. Single-mode: duplex style Single mode 9 micron core diameter/125 micron cladding diameter for single mode patch cables. Single mode patch cords shall be yellow.
 - d. The fiber optic cladding shall be covered by aramid yarn and an OFNR jacket. Specialty use patch cords shall have a jacket suitable for intended use.

- e. Provided factory assembled patch cords with LC or SC type as designated by drawings.
 - f. Provide one (1) duplex patch cord for each Fiber Optic Patch Panel termination pair.
 - g. Provide patch cables sized to routing requirements.
4. Cable Connecting Hardware:
- a. Comply with Optical Fiber Connector Intermateability Standards (FOCIS) specifications of TIA/EIA-604-2, TIA/EIA-604-3-A, and TIA/EIA-604-12. Comply with TIA/EIA-568-C.
 - b. Fiber optic cable connectors shall be LC or SC type as designated by drawings.
 - c. Connector shall be properly sized for fiber type.
 - d. All termination methods shall be as specified as acceptable to the fiber cable manufacture to maintain full cable manufacturer's warranty and industry standard expected life cycle. Construction shall be applicable for the intended installation environment.

108-2.4 CABLE CONNECTIONS

DELETE: The first and second sentence of paragraph **D. The Taped or Heat-Shrunked Splice**.

ADD:

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

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

No splices will be allowed in the new cable unless at the end of a spool of cable. Splices due to termination points shall be done in splice cans, manholes, handholes and light cans. Any repairs necessary to cable damaged during installation shall be done at the Contractor's expense and shall consist of replacing the entire length of damaged cable between pull points.

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

108-2.7 HEAT SHRINK TUBING

ADD:

Heat shrink tubing for 600V, general power distribution cable tap splice (T-splice) shall be Raychem CRSM-CT or equal.

CONSTRUCTION METHODS

108-3.1 GENERAL

ADD:

Any damages to existing utilities as a result of the Contractor's operations shall be repaired immediately.

108-3.2 INSTALLATION IN CONDUIT

ADD:

The Contractor shall install 2" PVC conduit in trench between lights.

The Contractor shall coordinate the cable trenching, placement and backfilling operations so that the cable will not be damaged by (a) the use of mechanized road building equipment in the area where underground cable is or will be in existence, and (b) stone or other foreign materials falling into the trench or mixing into the trench backfill materials.

108-3.3 TRENCHING

ADD:

The installation of PVC conduit using the plowing method shall not be allowed.

108-3.5 SPLICING

DELETE: The first and second paragraph of Section **D. Taped or Heat-Shrunked Splices** and REPLACE with the following:

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

Splicing of FAA cables shall be tested and approved by FAA.

108-3.10 LOCATING OF EXISTING CABLES

ADD:

Contact Personnel are listed in Section 70-17 herein.

108-3.11 TERMINATIONS AND CONNECTIONS

REVISE: In paragraph 3, the number of splice kits required on site from two (2) to five (5).

ADD:

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

METHOD OF MEASUREMENT

108-4.2

ADD to the end of the 1st paragraph the following:

Grounds rods to be installed as shown on the plans for the counterpoise shall be not be measured for payment but shall be considered incidental to the counterpoise work.

108-4.3

600V and below cables and Fiber Optic Cables and associated hardware and equipment installed shall not be measured separately, but shall be considered incidental to Pay Item 801988.

BASIS OF PAYMENT

108-5.1

ADD:

Payment will be made under:

ITEM AR108108	1/C #8 5 KV UG CABLE – PER LINEAR FOOT.
ITEM AR108706	1/C #6 COUNTERPOISE – PER LINEAR FOOT.

ITEM 110 – INSTALLATION OF AIRPORT UNDERGROUND ELECTRICAL DUCT

DESCRIPTION

110-1.1

ADD:

This item shall consist of the construction of new direct earth bury PVC conduit, galvanized rigid steel conduit and concrete encased duct banks including appropriate duct markers at the locations shown in the plans or as directed by the Engineer.

This item shall also include installation of 4" directional bore.

EQUIPMENT AND MATERIALS

110-2.3 PLASTIC CONDUIT

REPLACE section with the following:

Plastic conduit and fittings shall conform to the requirements of Fed. Spec. W--C-1094, Underwriters Laboratories Standards UL-651 and Article 347 of the current National Electrical Code shall be one of the following, as shown on the plans:

- a. Type I – Schedule 40 PVC suitable for underground use either direct-buried or encased in concrete.
- b. Type II – Schedule 40 PVC suitable for either above ground or underground use.
- c. High Density Polyethylene pipe (HDPE) meeting requirements of ASTM D 2160 Schedule 40 if in earth, schedule 80 if under pavements.
- d. Conduits for 4" Directional Bore ducts shall be as follows:

High Density Polyethylene (HDPE) Duct Specification

General:

HDPE duct shall be manufactured to the following various industry standards and specifications for dimensional requirements.

ASTM D 3035 Polyethylene (PE) Plastic Pipe (SDR) Based on Controlled Outside Diameter.

ASTM D 2239 Polyethylene (PE) Plastic Pipe (SIDR) Based on Controlled Inside Diameter.

ASTM F 2160 Solid wall High Density Polyethylene (HDPE) Conduit based on Controlled Outside Diameter (O.D.)

NEMA TC-7 Smooth Wall Coilable Polyethylene Electrical Plastic Conduit.

Material:

HDPE duct shall be manufactured from a suitable thermoplastic polymer conforming to the minimum standard of PE334420E/C as defined in ASTM D3350.

High Density Polyethylene duct for directional bore applications shall be NEMA TC-7 Smooth Wall Coilable Polyethylene Electrical Plastic Conduit

Product Description:

HDPE duct for directional bore applications shall be NEMA TC-7, Schedule 80.

The Contractor shall have the option to use "Bore Guard" conduit for the directional borings meeting the minimum specifications outlined in Item 110.

The type of adhesive shall be as recommended by the conduit/fitting manufacturer.

ADD:

110-2.9 LINE MARKING TAPE

The line marking tape shall be approximately 5 mils thick constructed of aluminum foil encased in an impervious mylar plastic coating. The minimum tensile strength determined in accordance with ASTM D 882 is 1600 per square inch. The tape shall contain sufficient metal mass to provide detectability at depths up to 3 feet with a radio type metal locator. Tape shall be acid, alkali and corrosion resistant. Color shall be "RED" corresponding to the standard color for electric lines.

The tape shall be "Type III Super Tuff" detectable underground utility line marking tape as manufactured by LINEGUARD, Inc. of Wheaton, Illinois or an approved equal.

ADD:

110-2.10 DUCT MARKER

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

ADD:

110-2.11 AGGREGATE BACKFILL

Crushed stone material conforming to the requirements of Item 209 gradation shall be used for backfill at the pavement crossings for the proposed duct installation. The granular material shall be compacted to not less than 95% of Modified Proctor laboratory density. In lieu of Aggregate, the contractor may substitute Controlled Low Strength Material (CLSM) backfill for those areas requiring aggregate backfill. This substitution must be approved in writing prior to construction and must be completed at no additional cost to the contract. The CLSM material will be considered incidental to the associated duct item.

CONSTRUCTION METHODS

110-3.5 BACKFILLING

ADD:

Crushed stone conforming to the requirements of Item 208 gradation shall be used for backfill at the pavement crossings for the new duct installation. The granular material shall be compacted to not less than 95% of Modified Proctor laboratory density.

METHOD OF MEASUREMENT

110-4.1

DELETE this section and REPLACE with the following:

The quantity of concrete encased duct and direct earth buried PVC conduit to be paid for shall be the number of linear feet installed, measured in place, completed, and accepted. No separate measurement will be made for individual ducts in a multi-way duct system. The quantity shall also include trench, backfill and duct markers.

The quantity of conduit associated with the vehicle gate installation shall not be measured separately for payment but shall be considered incidental to the respective work.

110-4.2

DELETE this section and REPLACE with the following:

The quantity of electrical handholes to be paid for shall be the number of each installed in place and accepted by the Engineer.

110-4.3

The quantity of directional bore installed shall not be measured separately but shall be considered incidental to Pay Item 801988.

BASIS OF PAYMENT

110-5.1

DELETE this section and REPLACE with the following:

Payment will be made at the contract unit price per linear foot for each type and size of concrete encased duct bank and PVC conduit completed and accepted. These prices shall be full compensation for furnishing all materials and for all preparation, assembly, aggregate backfill, backfill, compaction, sawcutting and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete these items.

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

110-5.2

The quantity of directional bore installed shall not be paid for separately but shall be considered incidental to Pay Item 801988.

Payment will be made under:

ITEM AR110202 2" PVC DUCT, DIRECT BURY – PER LINEAR FOOT.

ITEM 125 – INSTALLATION OF AIRPORT LIGHTING SYSTEMS

DESCRIPTION

125-1.1

ADD:

Airfield lighting improvements and modifications shall include:

- Installation of new in-pavement LED medium intensity taxiway lights.
- Removal of existing medium intensity base mounted taxiway lights.
- Installation of unlighted airfield guidance signs.

ADD:

125-1.9 INSPECTION AND TEST

VISUAL EXAMINATION

The most important of all inspection and test procedures is thorough visual inspections. Visual inspections shall be made frequently during installation, at completion of installation, and before energizing the circuits. A careful visual inspection can reveal defects that can be corrected prior to acceptance tests and energization. Serious damage may occur if defects are subjected to electrical tests or energization. Visual inspections shall include appraisal of:

- (a) Correctness of external connections.
- (b) Good work performance.
- (c) Cleanliness.
- (d) Safety hazards.
- (e) Specific requirements listed herein for individual items. While all equipment manufactured under specifications pass strict factory tests prior to shipment, it shall be inspected for shipping damage immediately upon receipt.

ELECTRICAL TESTS ON SERIES LIGHTING CIRCUITS

Before modifying any series circuit, verify the performance of the existing circuit by checking the supply voltage to the regulator and measuring the output current from the regulator on all brightness steps under existing load.

- (a) For home run segments that will not be replaced, disconnect at S-1 cutout and at first fixture and verify cable continuity.
- (b) Check cable connections and perform electrical tests on cable as specified in Section 108.

LIGHTING FIXTURES

An inspection shall be made to determine that the color, quantity, and locations of light are in accordance with the installation drawings. Each light shall be inspected to determine that it is operable, glass is not broken or cracked, correct lamps are installed, and it has been properly leveled and aimed, in accordance with technical orders and manufacturer's instructions, where applicable.

FINAL ACCEPTANCE TESTS

After components and circuits have been inspected, as specified in the preceding paragraphs, the entire system shall be inspected and tested as follows:

- (a) Operate each switch for the modified lighting circuits from the remote control position (ATCT) so that each switch position is reached at least twice. During this process, all lights and vault equipment shall be observed to determine that each switch properly controls the corresponding circuit.
- (b) Repeat the above test using the local control switches on the regulators.
- (c) Each lighting circuit shall be tested by operating it continuously at maximum brightness for at least 6 hours. Visual inspection shall be made at the beginning and end of this test to determine that the correct numbers of lights are operating at full brightness. Dimming of some or all of the lights in a circuit is an indication of grounded cables.
- (d) In addition to the above, all equipment shall be subjected to any and all performance tests specified in the manufacturer's instructions.
- (e) Photometric testing. The Airport may, upon completion of the lighting installation and as part of acceptance testing, perform field photometric testing of each new light fixture to assure the installed runway lights meet the photometric requirements specified by FAA. The test results will be recorded and furnished to the Contractor, with any noted deficiencies. The Contractor is responsible for correcting any deficiencies at no additional cost to the Owner.

125-1.10 GUARANTEE

All equipment furnished and work performed under the Contract Documents shall be guaranteed against defects in materials or workmanship for a period of one (1) year from the date of final acceptance. This guarantee does not replace any responsibility for errors or omissions as set forth in state law. Any long-term warranties issued or offered by manufacturers for items of equipment shall be turned over to the Airport.

125-1.11

Any failure of equipment or work due to defects in materials or workmanship shall be corrected by the Contractor at no cost to the Airport.

125-1.12

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

125-1.13

The Contractor-installed equipment (including FAA approved) shall not generate any electromagnetic interference in the existing and/or new communications, weather and air traffic control equipment. Any equipment generating such interferences shall be replaced by the Contractor at no additional cost with the equipment meeting applicable specifications and not generating any interference.

EQUIPMENT AND MATERIALS

125-2.1 GENERAL

ADD to the end of the section the following:

In addition to the above requirements, all equipment and materials shall also meet the requirements of Title 49 U.S.C. Section 50101 for Buy American or shall have received a waiver approved by FAA prior to the use of the equipment and materials on the project.

125-2.7 ISOLATION TRANSFORMERS

REPLACE this section with the following:

New L-830-1 isolation transformers for in-pavement taxiway lights shall be 6.6/6.6A – 30/45W and as shown on the plans.

125-2.8 LIGHT CANS

ADD to the end of this section the following:

Light cans for new in-pavement lights shall be L-868 size B in conformance with FAA Advisory Circular AC 150/5345-42 (latest revision).

125-2.11 AIRFIELD GUIDANCE SIGNS

ADD to the end of the section the following:

The unlighted airfield signs shall be single face Type L-858, Size 1, Style 4 (unlighted), conforming to the requirements of AC 150/5345-44 (latest edition) and as detailed on the plans.

ADD:

125-2.14 IN-PAVEMENT MEDIUM INTENSITY TAXIWAY LIGHTS

New in-pavement medium intensity taxiway lights shall be L-852T(L) in conformance with FAA Advisory Circular AC 150/5345-46 (latest revision) with arctic option.

ADD:

125-2.15 EDGE LIGHT GROUND RODS

A ground rod and ground wire shall be installed at all new lights as detailed in the plans.

Ground rods shall be $\frac{3}{4}$ " diameter by 10' long copper clad ground rods unless otherwise specified on the plans.

Ground wire shall be a #6 AWG bare stranded copper wire unless otherwise specified on the plans.

The ground rod shall be driven into the ground adjacent to the new light or sign so that the top is a minimum of 12" below final grade or as shown on the plans.

Connection of the wire to the ground rod shall be by exothermic weld, Cadweld or equivalent. Bolted connections shall not be permitted.

The ground wire shall be connected to the external ground lug on the base can using hardware provided by the manufacturer.

CONSTRUCTION METHODS

125-3.1 GENERAL

ADD:

The Contractor shall exercise caution in the installation and removal of all light units. Any units damaged by the Contractor's operations shall be repaired or replaced to the satisfaction of the Engineer at no additional cost to the contract.

ADD:

125-3.4 LIGHT REMOVAL

Existing fixtures to be removed and replaced with new fixtures shall remain the property of the Airport. Existing transformers for the edge lights shall be removed, salvaged and remain the property of the Airport. The materials removed shall be delivered to the Airport Maintenance Facility. Existing base cans to be removed shall be disposed of off Airport property by the Contractor at no additional cost to the light removal work.

ADD:

125-3.5 PHASING AND INTERRUPTIONS

All existing electrical equipment and lighting systems not included in the phase of work being performed must be kept in operation, unless prior approval of the Owner has been received and as otherwise specified below and on the Drawings. The Contractor may use salvaged materials for temporary construction where required. The permission for temporary work and using salvaged materials shall be obtained from the Owner. Lighting for active runway and taxiway surfaces shall be maintained. Work shall be coordinated with paving operations.

Refer to the special provision of the specification for notification requirements and other information regarding work interruptions due to airport operational requirements or Contractor anticipation for exceeding the limitations described in the above paragraph.

125-3.6 EDGE LIGHT GROUND ROD INSTALLATION METHODS

Below-grade ground rod and associated ground wire shall be clean and dry before performing the exothermic weld. Verify that the proper size and type of exothermic weld kit is used before beginning work. Exothermic weld shall be performed per manufacturer's instructions. Exothermic weld shall be left exposed for inspection and approval before backfilling. Any unacceptable exothermic welds shall be redone, including any necessary replacement material (ground rods, ground wires, etc.) as needed to provide an accepted exothermic weld.

To facilitate proper installation and inspection of exothermic weld, the Contractor shall be permitted to "pre-assemble" the edge light and guidance sign ground rod and ground wire prior to delivery to the jobsite as follows:

1. Perform the exothermic weld of the #6 ground wire to the ground rod in the Shop where it is dry and more convenient. Provide sufficient ground wire to reach the grounding termination in the light base once installed in the field. Make the exothermic welds in "assembly line" fashion.
2. Exothermic weld the ground wire to the side of the ground rod, a few inches down from the top of the rod, to permit the use of a driver that slips over the top of the ground rod to drive the ground rod in the field without damage to exothermic weld.

3. Once completed, all the exothermic welds will be inspected at once in the Shop.
4. Once inspected and accepted, deliver all the ground rod assemblies to the jobsite and drop off at each edge light or guidance sign. Drive the ground rod and trench in the ground wire and connect to the light base internal ground point.

METHOD OF MEASUREMENT

125-4.1

REPLACE this section with the following:

The quantity of taxiway lights to be paid for shall be the number of each type installed by the Contractor as completed units in place, ready for operation, and accepted by the Engineer.

BASIS OF PAYMENT

125-5.1

REPLACE this section with the following:

Payment will be made at the contract unit price for each complete taxiway light installed in place by the Contractor and accepted by the Engineer. This price shall be full compensation for furnishing all materials including isolation transformers and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made at the contract unit price for each taxiway light removed. This price shall be full compensation for furnishing labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

ITEM AR125425	TTY LIGHT INPAVEMENT OMNI-DIR – PER EACH.
ITEM AR125902	REMOVE BASE MOUNTED LIGHT – PER EACH.

DIVISION VIII – MISCELLANEOUS

ITEM 801 – VEHICLE SIGNAGE ON THE AIRFIELD

DESCRIPTION

801-1.1

This item shall consist of the furnishing and installation of new airport vehicle signage at the locations shown on the plans or as otherwise directed during the construction phase of the project.

MATERIAL

801-2.1

Materials for the vehicle signs, posts, foundations, frangible equipment, hardware and other ancillary parts required for this item shall conform to the airport standard specification for vehicle signs on the AOA.

AOA signs shall comply with Section 720 and Section 1091 of IDOT Standard Specifications for Road and Bridge Construction. Signs shall have retro reflective sheeting as defined in the IDOT Standard Specifications.

Unlighted airfield signs shall conform to Item 125.

The sign size, layout, color, text size and format shall match the format of other similar signs on the airside and conform to the standards for vehicle and pedestrian signage on the airfield. Confirm the actual sign information and details with airport operations during the construction phase of the project prior to procurement and fabrication of the signs.

801-2.2

All Portland cement concrete shall meet the requirements of Item 610.

CONSTRUCTION REQUIREMENTS

801-3.1

The Contractor shall follow the Airport standard sign installation methods and details including foundations, frangible equipment, hardware, post, etc. for vehicle signage on the airfield. The contractor shall confirm the details with airport operations prior to fabrication. The new sign installation must provide firm support for the sign so it is stable during inclement weather conditions. Signs not installed to the satisfaction of the engineer will not be accepted.

801-3.2

The location of the new or relocated signs shall be as noted on the plans.

METHOD OF MEASUREMENT

801-4.1

The quantity of stop signs with unlighted airfield signs shall be the number completed, installed and accepted by the Engineer. Quantity for stop sign w/ unlighted airfield sign shall include the

installation of stop sign and unlighted airfield guidance/hold sign at each location as shown on the plans.

Furnishing and installing new sign posts, supports, frangible connections, excavation, foundation and restoration shall not be measured separately for payment but shall be included in the cost of each airfield sign.

BASIS OF PAYMENT

801-5.1

Payment will be made at the contract unit price for each stop sign with unlighted airfield sign, post, and foundation installed as specified in place, completed and accepted by the Engineer. This price shall be full compensation for furnishing all materials, and for delivering and installation, and for all labor, tools, and other incidentals necessary to complete this item.

Payment will be made under:

ITEM AR801987 INSTALL STOP SIGN W/UNL. AIRF. SI – PER EACH.

ITEM 801988 – VEHICLE GATE

DESCRIPTION

801988-1.1 SUMMARY

Section includes:

- A. Vehicle Gate.

801988-1.2 SYSTEM DESCRIPTION

- A. Design Requirements:

- 1. Provide compatible vehicle gate on existing Tyco / Software House CCure 9000 Series Access Control System (ACS) for stoplight controlled gates.

801988-1.3 TYPICAL VEHICLE GATE INTERFACE

- A. "Open" shall refer to a green light indicator on the stoplight and "Closed" shall refer to a red light indicator on the stoplight.
 - 1. The vehicle gate shall be card reader/keypad controlled for entering vehicles.
 - 2. The vehicle gate shall be detector loop controlled for exiting vehicles
- B. Card reader/keypad/detector loop Control of Vehicle Gate
 - 1. When the vehicle gate is in the card reader/keypad control mode of operation the vehicle driver shall be required to hold an access card up to a card reader/keypad mounted on a pedestal outside the gate and enter a pin code when prompted. Upon a valid card read and pin code entry the security system shall signal the vehicle gate to open.
- C. Entry Detector Loop Control of Vehicle Gate
 - 1. Card reader/keypad Enable Loop
 - a. A detector loop shall be provided by the gate contractor in the drive lane adjacent to the card reader/keypad pedestal. The security system shall enable the card reader/keypad when a vehicle is present over the loop and shall disable the card reader/keypad when a vehicle is not present over the loop.
 - b. The gate contractor shall provide a pair of terminals connected to the detector loop such that when a vehicle is detected a maintained contact closure shall be placed across those terminals. When the vehicle is no longer detected the contact shall return to the open condition.
 - 2. Gate Close Loop
 - a. A detector loop shall be provided by the gate contractor to automatically change the stoplight back to red (close) the vehicle gate after a vehicle has passed through the gate.
- D. Exit Detector Loop Control of Vehicle Gate
 - 1. When the drive stop with the vehicle over the Exit Loop the security system shall signal the gate to open. After the driver has exited and crossed the detector loop at the card reader the security system shall close the gate.
- E. Remote Control of Vehicle Gate
 - 1. The vehicle gate shall be remote controlled by the security system. Momentary gate open, maintained gate open and maintained gate close remote control shall be provided.
- F. System Interface
 - 1. To provide for vehicle gate / security system interface the gate contractor shall provide a terminal interface cabinet inside the ACS site enclosure. The terminal cabinet shall contain all terminals required to interface control of the vehicle gate to the security system.

801988-1.4 SUBMITTALS

- A. Shop Drawings:
 - 1. Submit in accordance with Section 50-18 of the Illinois Standard Specifications for Construction of Airports, adopted April 1, 2012.
- B. Operation and Maintenance (O&M) Data:
 - 1. Submit in accordance with Section 50-18 of the Illinois Standard Specifications for Construction of Airports, adopted April 1, 2012.

MATERIALS

801988-2.1 CONDUIT

- A. General: Conduit shall be in accordance with Item 110 and shall be of the type shown on the plans.

801988-2.2 CARD READERS

- A. General: Card readers for the access control system shall be compatible with the existing Tyco / Software House CCure 9000 Series ACS and shall be as manufactured by:
 - 1. HID
 - 2. Tyco / Software House
 - 3. XceedID

801988-2.3 MICROWAVE SENSOR

- A. General: The microwave sensor for the stoplight gate controller shall be as manufactured by:
 - 1. Takex MW-100A; Takex America Inc.
 - 2. ADEMCO Group; Pittway Corporation.
 - 3. GE Interlogix; General Electric Company.
 - 4. NAPCO Security Systems, Inc.
- B. Sensor shall consist of two components, a transmitter which sends 24.15GHz of microwave and a receiver which receives the beam. It will initiate an alarm signal when the receiver detects a drop in the beam reception level due to interruption from objects between the transmitter and receiver. Compared to a photoelectric beam, the wavelength of microwaves is extremely long, which prevents the sensor from being affected by weather, such as rainfall, snowfall, fog or frost especially during cold weather. Stable detection performance is possible.
- C. Sensor shall include a weatherproof Power Supply for the Sensor, 120V Input, 12-30V DC Output.

801988-2.4 STOPLIGHT

- A. General: The stoplight shall be Trans-Tech LED Traffic Signal model TCILV-4555, or equivalent, two (2) module LED with red on top and green on bottom. Two signals will be required.

801988-2.5 CARD READER PEDESTAL ASSEMBLY

- A. General: The card reader pedestal shall be as detailed on the plans.
- B. Paint
 - 1. Exterior Primer. Primer used for covering exposed metal on the Intercom Pedestal Assembly shall be Polane® Primer-Sealer, gray (E65A4) in color, or an approved equal.
 - 2. Exterior Paint. Paint used for coating the existing Intercom Pedestal Assembly shall be POLANE® T Polyurethane Enamel with a texture coat, or an approved equal. Color shall be Bright Yellow L.F. (gloss) to match the existing pedestal assemblies.

801988-2.5 ACS SITE ENCLOSURE

- A. General: The ACS Site Enclosure shall be compatible with existing Tyco / Software House CCure 9000 Series Access Control System (ACS) for stoplight controlled gates. ACS Site Enclosure and equipment shall be as specified below or as required by the Airport's Security System provider. The following is required as a minimum:
 - 1) Enclosure: Enclosure shall be Stainless Steel NEMA 4X, minimum 24" x 24" x 8" or as required to house equipment, Hinged Cover with stainless steel hinge pin, pad lockable, with quarter-turn slotted latch kits, Hoffman, or equivalent. Provide interior mounting panel, with white finish. Provide door-mounted interior light. Materials of construction shall be 16 or 14 gauge (depending on size) Type 304 stainless steel.
 - 2) Strut-type supports shall be 1-5/8" channel hot-dipped galvanized steel, Unistrut P1000-HG, or equivalent. Mounting hardware shall be stainless steel.
 - 3) Provide Two Duplex GFCI Receptacles. Receptacles shall be rendered permanently inoperative at "end of useful life" (EOL) as defined in UL 943. All receptacles shall be rated 20 Amp with NEMA 5-20R receptacle configuration, and shall be Pass and Seymour 2095, or equivalent.
 - 4) The Intelligent Field Panel (IFP) shall be a distributed intelligence processor with multi-door portal interface functionality. The intelligent field panel database shall be downloadable from the host CPU. Processing tasks shall consist of access decisions; sensor shunting, input/output relationships and audit trail reporting. The intelligent field panel shall monitor and control input/output panels. The intelligent field panel will communicate with the host CPU and input/output panels using the Owner network via encrypted means. The intelligent field panel shall respond to communications polling from the host CPU. The intelligent field panel shall store all system events in a history file, which shall be transmitted to the host CPU either on demand or automatically when event memory reaches approximately 85% capacity. Critical alarms shall be immediately processed at the intelligent field panel and transmitted along with the current history file, to the host CPU. A secondary communication means shall be provided. For example, a dial-up would be an appropriate back-up in case the network communication was lost. The IFP shall be provided with sufficient memory such that it is capable of storing not less than 10,000 cardholders (and associated access levels and schedules), 40,000 transactions, and all associated schedules, dates, etc., but not less than 64 MB of SDRAM memory shall be provided. IFP Panel shall be provided with 24 hour battery backup using rechargeable NiMH batteries. IFP panel shall be based upon Software House iSTAR Edge ESTAR004, MB (Motherboard Only), 2 RM Readers.

- 5) Power Supply shall be Altronix AL300ULXB2 power supply/charger, with Altronix MOM5 power distribution module.
- 6) Communications shall be Comnet CNFE4SMS 10/100TX 4TX Ethernet self-managed switch with Comnet CNFE1002M 10/100Mbbs Ether electrical to optical media converter.
- 7) Fiber Optic Cables shall be as specified in Item 108. Provide suitable type ST connectors and a Corning WMO-85 Workstation Multimedia Outlet Fiber Cable Management System.
- 8) Loop Detectors shall be Peek 625X, or equivalent.
- 9) 12V Relays shall be IDEC RR2P-U-DC12V, or equivalent.
- 10) Surge Suppressors shall be:
 - (a) Card Reader: Ditek DTK-4LVPLCR, or equivalent.
 - (b) Microwave and Detector Loops: Ditek DTK-4LVLPV, or equivalent.
- 11) Wire Management inside enclosure shall be Panduit, or equivalent.
- 12) Conduit shall be as specified in Item 108.
- 13) Directional bore shall be as specified in Item 110.

CONSTRUCTION METHODS

801988-3.1

Install equipment in accordance with manufacturer's written instructions and approved submittals.

METHOD OF MEASUREMENT

801988-4.1

All work associated with the installation of the stoplight controlled vehicle gate including all materials, equipment, labor and incidentals shall be measured per lump sum.

BASIS OF PAYMENT

801988-5.1

Payment for the stoplight controlled vehicle gate will be made at the contract unit price per lump sum. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

ITEM AR801988 STOPLIGHT VEHICLE GATE – PER LUMP SUM.

IDOT DIVISION OF AERONAUTICS POLICY MEMORANDA

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State of Illinois
Department of Transportation
Division of Aeronautics

POLICY MEMORANDUM

April 1, 2010

Springfield

Number: 87-2

TO: CONSULTING ENGINEERS

SUBJECT: DENSITY ACCEPTANCE OF BITUMINOUS PAVEMENTS

1. Introduction

This Policy Memorandum deals with the implementation of the bituminous density quality assurance specifications as outlined in the Standard Specifications for Construction of Airports, Sections 401-4.15 and 403-4.15.

II. Sampling

After completion of compaction and when the pavement has reached ambient temperature, the paved area shall be divided into Sublots of 500 tons per type of mix. One core sample (2 cores per sample) shall be taken from each Sublot. The longitudinal and transverse location for each sample shall be determined by use of a random number "Deck" provided by the Division. No core shall be taken closer than two (2) feet from the edge of the mat. A core extraction device shall be used to obtain all cores from the mat. All cores are to be taken by the contractor under the supervision and remain in the possession of the Engineer. It is imperative that the Engineer and the contractor realize that the cores are "money" and that improper coring, extraction, shipping and/or testing can be costly.

One mix sample per 1000 tons of mix laid shall be taken for Extraction, Maximum Specific Gravity (G_{mm}) and Air Void tests. The mix samples shall be sampled by the contractor and split in half.

The Resident Engineer shall randomly designate and send the split samples to an independent laboratory for testing. The laboratory will be verified to be ASTM-certified for all the required testing and be contracted through the Consultant. The frequency of testing split samples shall be 1 per 5000 tons. Higher frequencies may be necessary if the contractor's tests, and/or mix quality control are inconsistent.

III. Testing

All cores shall be tested for Bulk Specific Gravity (G_{sb}) in accordance with ASTM D2726 using Procedure 9.1, "For Specimens That Contain Moisture". The Theoretical Maximum Gravity (G_{mm}) shall be determined according to ASTM D2041, Procedure 7. From these tests the in-place air voids of the compacted pavement are calculated according to ASTM D3203 for "dense bituminous paving mixtures". Selection of the proper G_{mm} shall be based on a running average of four (4) tests per Lot.

- Eg. Lot 1 - Use the average of the two (2) tests for Lot 1.
Lot 2 - Use the average of the four (4) tests from Lots 1 and 2.
Lot 3 - Use the average of the four (4) tests from Lots 2 and 3.

NOTE: When more than four (4) Sublots are used, still use a running average of four (4) tests per Lot.

IV. Acceptance Calculations

The first step in calculating the quantities for pay is to calculate the Mean (\bar{x}) and the Standard Deviation (S) of the Sublot tests. From this data the Lot samples should first be tested for outliers. After consideration for outliers, the Percent Within Tolerance (PWT) and the Percent Within Limits (PWL) are calculated to determine the final pay quantities for the Lot.

EXAMPLE

1. Test Data

Lot Quantity = 2000 tons
Sublot Test 1 = 4.35 % Air Voids
Sublot Test 2 = 3.96 % Air Voids
Sublot Test 3 = 6.75 % Air Voids
Sublot Test 4 = 6.25 % Air Voids

2. Calculating the Mean and Standard Deviation

Sublot	\underline{x}	$(\underline{x} - \bar{x})$	$(\underline{x} - \bar{x})^2$
1	4.35	- 0.978	0.956
2	3.96	- 1.368	1.871
3	6.75	1.422	2.022
4	<u>6.25</u>	0.922	<u>0.850</u>
Sum =	21.31		5.699

$$N = 4$$

$$\text{Mean}(\bar{x}) = 21.34 / 4 = 5.328$$

$$\text{Variance } (S)^2 = \frac{\text{Sum}(x - \bar{x})^2}{3} = \frac{5.699}{3} = 1.900$$

$$\text{Standard Deviation } S = \sqrt{1.900} = 1.378$$

3. Test For Outliers

Check for Critical "T" Values

$$T = \frac{|(x_1 - \bar{x})|}{S} = \frac{|3.96 - 5.328|}{1.378} = 0.99$$

* Difference between the suspect test value (x_1) and the Mean (\bar{x}).

If the T value exceeds the critical "T" Value in the table below and no assignable cause can be determined for the outlier, discard the suspected test measurement and obtain another random sample from the Sublot in question. If the new test exceeds the Mean (\bar{x}) in the same direction from the Mean as the suspected test, recalculate the T value including all tests (original test, suspected test, and new test) for an outlier and for computing final payment.

TABLE OF CRITICAL "T" VALUES

Number of observations (N)	Critical "T" Value 5% Significance Level
3	1.15
4	1.46
5	1.67
6	1.82
7	1.94
8	2.03
9	2.11
10	2.18
11	2.23
12	2.29

Based on the above table, the "T" value of 0.99 does not exceed the Critical "T" Value of 1.46 for N = 4. Therefore, the value (3.96) is not an outlier and shall be used in calculating the Lot payment.

4. Calculation of Lot Payment

To calculate the Lot Payment use the Acceptance Criteria as outlined under Item 401-4.15(c) or Item 403-4.15(c).

$$Q_L = \frac{(\bar{x} - 1)}{S} = \frac{5.328 - 1}{1.378} = 3.141$$

$$Q_u = \frac{(7 - \bar{X})}{S} = \frac{7 - 5.328}{1.378} = 1.213$$

From this data the Percentage Within Tolerance (PWT) for both the lower and upper tolerance limits is determined by Table 6 (see Item 401 Bituminous Surface Course and/or Item 403 Bituminous Base Course in the Standard Specifications) for the number (N) of samples tested.

$$\begin{aligned} \text{Eq. PWT (lower)} &= 99.0\% \\ \text{PWT (upper)} &= 90.4\% \end{aligned}$$

We now calculate the Percent Within Limits (PWL) for the Lot.

$$\begin{aligned} \text{PWL} &= [\text{PWT (lower)}] + [\text{PWT (upper)}] - 100 \\ \text{PWL} &= (99.0 + 90.4) - 100 = 89.4\% \end{aligned}$$

Using Table 5, the % Adjustment in Lot Quantity is:

$$\begin{aligned} \% \text{ Adjustment} &= 0.5 \text{ PWL} + 55.0 \\ \% \text{ Adjustment} &= 0.5 (89.4) + 55.0 \\ \% \text{ Adjustment} &= 99.7 \end{aligned}$$

$$\begin{aligned} \text{Adjusted Quantities} &= \% \text{ Adjustment} \times \text{Lot Quantities} \\ \text{Adjusted Quantities} &= 0.997 \times 2000 \text{ tons} \\ \text{Adjusted Quantities} &= 1994 \text{ tons} \end{aligned}$$

5. Resampling and Retesting

The contractor has the right to request the resampling and retesting of a complete Lot. This privilege is only allowed once for each Lot and must be requested in writing by the contractor within 48 hours of receiving the official report from the Engineer.

6. Reporting

After completion of the tests for each Lot, the Engineer shall complete the necessary calculations for final adjustment in quantities on the Form AER-1 and have both the Engineer and the Contractor sign the report for copying to both the FAA and IDOA.

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

Supersedes Policy Memorandum 87-2, dated January 1, 2004.

State of Illinois
Department of Transportation
Division of Aeronautics

POLICY MEMORANDUM

January 1, 2004

Springfield

Number: **87-4**

TO: CONSULTING ENGINEERS

SUBJECT: DETERMINATION OF BULK SPECIFIC GRAVITY (d)
OF COMPACTED BITUMINOUS MIXES

- A. SCOPE. This method of test covers the determination of the bulk specific gravity and the percent air, of core samples from compacted bituminous mixtures using a saturated surface-dry procedure.
- B. DEFINITIONS.
1. Bulk Specific Gravity (G_{sb}) or density is the weight per unit volume (gms/cc) of a mixture in its existing state of consolidation. The volume measurement for this specific gravity will include the volume of all the aggregate, asphalt, and air spaces (voids) in the aggregate particles and between the aggregate particles.
 2. Theoretical Maximum Specific Gravity (G_{mm}) ASTM 2041 is the weight per unit volume (grams/cc) of a mixture assuming complete consolidation; i.e., all the air spaces (voids) between the aggregate particles are eliminated.
 3. Percent Density is a measure of the degree of compaction in relation to the Theoretical Maximum Specific Gravity.
 4. Percent Air is a measure of the air voids in the compacted pavement.
- C. APPARATUS.
1. Balance - The balance shall be accurate to 0.1 gm throughout the operating range. It may be mechanical or electrical and shall be equipped with a suitable suspension apparatus and holder to permit weighing of the core in water while suspended from the balance. If the balance is a beam type, it shall be set up so that the core is placed in the basket that is suspended from the zero (0) end of the balance arm.
 2. Water bath - The container for immersing the core in water while suspended from the balance shall be equipped with an overflow outlet for maintaining a constant water level. This water bath should be large enough to handle full-depth cores. When testing several cores at the same time, a dish-pan, sink or suitable container may be used for soaking.

D. PROCEDURE.

1. Prior to testing, cores shall be sorted on a flat surface in a cool place. The sample(s) shall be brushed with a wire brush and/or other suitable means, to remove all loose and/or foreign materials, such as seal coat, tack coat, foundation material, soil, paper, and foil, prior to testing.
2. If a core contains binder and surface or multiple lifts, the lifts shall be separated. This may be done in the following manner:
 - a. Mark the separation line between the two lifts.
 - b. Place the core in a freezer for 20-25 minutes.
 - c. Place a 2 or 3-inch wide chisel on the separation line and tap with a hammer. Rotate the core and continue this process until the core separates. Brush loose pieces with a wire brush if needed.
 - d. Allow 2-3 hours for the core to return to ambient temperature before proceeding.
3. Prepare the water baths for soaking and weighing with water at 77^o F. Water baths should be maintained at this temperature throughout testing. Saturate the cores by submerging in the water for a minimum of 20 minutes.
4. With the balance and water bath properly assembled and zeroed, suspend the sample from the balance and submerge it in the water bath. The core must be placed with the original top and bottom in a vertical position. If necessary, add sufficient water to bring the water level up to the overflow outlet. Permit any excess to overflow. Read and record the Saturated Submerged Weight. Designate this weight as (C).
5. Remove the core from the water bath and blot the excess water from the surface of the core with an absorbent cloth or other suitable material. This must be done quickly to prevent the internal water from escaping.
6. Place the core on the balance and read and record the Saturated Surface-dry Weight in air. Designate this weight as (B).
7. Place the core in a tared pan and dry in an oven. When the core is dry, (less than 0.5 gm loss in one hour) record the weight and subtract the pan weight. Designate this weight as (A).

8. The following calculation is used to determine the Bulk Specific Gravity of the core.

$$G_{sb} = \frac{A}{B-C}$$

G_{sb} = Bulk Specific Gravity
A = Oven dry weight
B = Saturated surface-dry weight
C = Saturated submerged weight

- E. PERCENT DENSITY. The following calculation is used to determine the percent density of the core:

$$\% \text{ Density} = 100 \times \frac{G_{sb}}{G_{mm}}$$

G_{sb} = Bulk Specific Gravity
 G_{mm} = Theoretical Maximum Gravity*

Note: The Theoretical Maximum Gravity (G_{mm}) is determined from the mix design until current Vacuum Pycnometer test are available.

- F. PERCENT AIR. To calculate the percent air, use the following formula:

$$\% \text{ Air} = 100 - \% \text{ Density}$$

- G. WEIGHT PER SQUARE YARD OF COMPACTED MIXTURE. The actual weight per square yard of a compacted mixture can be calculated by using the Bulk Specific Gravity (G_{sb}). The volume of a square yard of pavement one (1) inch thick is 0.75 cubic foot. Taking the weight of a cubic foot of water as 62.37 pounds, one square yard of compacted material, one (1) inch thick weighs:

$$\text{Pounds Per Sq. Yd. (1" thick)} = 0.75 \times 62.37 \times G_{sb}$$

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

Supersedes Policy Memorandum 87-4 effective January 1, 1994.

State of Illinois
Department of Transportation
Division of Aeronautics

POLICY MEMORANDUM

April 1, 2010

Springfield

Number 96-1

TO: CONSULTING ENGINEERS

SUBJECT: ITEM 610, STRUCTURAL PORTLAND CEMENT CONCRETE:
JOB MIX FORMULA APPROVAL & PRODUCTION TESTING.

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

III. PRODUCTION TESTING

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

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

Supersedes Policy Memorandum 96-1 dated January 1, 2004

State of Illinois
Department of Transportation
Division of Aeronautics

POLICY MEMORANDUM

April 1, 2010

Springfield, Illinois

Number 96-2

TO: CONTRACTORS

SUBJECT: REQUIREMENTS FOR LABORATORY, TESTING, QUALITY CONTROL, AND PAVING OF HMA CONCRETE MIXTURES

I. SCOPE

The purpose of this policy memorandum is to define to the Contractor the requirements concerning the laboratory, testing, Quality Control, and paving of HMA (Hot Mix Asphalt) mixtures. References are made to the most recent issue of the Standard Specifications for Construction of Airports and to American Society for Testing and Materials (ASTM) testing methods. The Quality Assurance and acceptance responsibilities of the Resident Engineer/Consultant are described in Policy Memorandum 96-3.

II. LABORATORY

The Contractor shall provide a laboratory located at the plant and approved by the Illinois Division of Aeronautics (IDA). The laboratory shall be of sufficient size and be furnished with the necessary equipment and supplies for adequately and safely performing the Contractor's Quality Control testing as well as the Resident Engineer's acceptance testing as described in Policy Memorandum 96-3.

The effective working area of the laboratory shall be a minimum of 600 square feet with a ceiling height of not less than 7.5 feet. Lighting shall be adequate to illuminate all working areas. It shall be equipped with heating and air conditioning units to maintain a temperature of 70° F ± 5° F.

The laboratory shall have equipment that is in good working order and that meets the requirements set forth in the following ASTM test standards:

ASTM C 117	Test Method for Materials Finer than 75 µm (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C 136	Sieve or Screen Analysis of Fine and Coarse Aggregate
ASTM C 566	Total Moisture Content of Aggregate by Drying
ASTM D 75	Sampling Aggregates
ASTM D 1559	Resistance to Plastic Flow of Bituminous Mixtures Using Marshall Apparatus
ASTM D 2041	Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures
ASTM D 2172	Quantitative Extraction of Bitumen from Bituminous Paving Mixtures
IDOT	Ignition Method for Determining Asphalt Content

ASTM D 2726	Bulk Specific Gravity of Compacted Bituminous Mixtures using Saturated Surface Dry Specimens
ASTM D 3203	Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures
ASTM D 2950	Density of Bituminous Concrete in Place by Nuclear Method
ASTM D 4125	Asphalt Content of Bituminous Mixtures by Nuclear Method
ASTM C 127	Standard Test Method for Specific Gravity and Absorption of Coarse Aggregate
ASTM C 128	Standard Test Method for Specific Gravity and Absorption of Fine Aggregate

The Asphalt Institute's *Mix Design Methods for Asphalt Concrete Manual No. 2 (MS-2)*

The laboratory and equipment furnished by the Contractor shall be properly calibrated and maintained. The Contractor shall maintain a record of calibration results at the laboratory. The Engineer may inspect measuring and testing devices at any time to confirm both calibration and condition. If the Resident Engineer determines that the equipment is not within the limits of dimensions or calibration described in the appropriate test method, he may stop production until corrective action is taken. If laboratory equipment becomes inoperable or insufficient to keep up with mix production testing, the Contractor shall cease mix production until adequate and/or sufficient equipment is provided.

III. MIX DESIGN SUBMITTAL

Based upon data and test results submitted by the Contractor, the Illinois Division of Aeronautics Engineer of Construction & Materials shall issue the final Job Mix Formula (JMF) approval letter that concurs or rejects the Contractor's proposed JMF. The Contractor will be required to perform the sampling and laboratory testing and develop a complete mix design, according to the following guidelines: [Note: A testing summary chart can be found in Appendix B.]

- A. Material sources meeting the requirements of the contract shall be submitted in writing at or before the preconstruction conference (see BITUMINOUS WORKSHEET in Appendix A) in the following format:
1. To: Steven J. Long, P.E., Acting Chief Engineer
Attn: Michael F. Wilhelm, P.E., Engineer of Construction & Materials
Division of Aeronautics
One Langhorne Bond Drive
Springfield, Illinois 62707
 2. Producer name and location of each aggregate
 3. Producer # for each aggregate (producers are assigned this number by IDOT Central Bureau of Materials)
 4. Material code for each aggregate
 5. Gradation and Quality designation for each aggregate (i.e. CA-11, etc.)
 6. Producer, producer #, and specific gravities of asphalt cement

7. Performance Graded Binder 64-22 shall be used unless otherwise approved by the IDA Engineer of Construction & Materials.
- B. The Contractor shall obtain representative samples of each aggregate. The individual obtaining samples shall have successfully completed the IDOT Aggregate Technician Course under the IDOT Division of Highways, QC/QA program. The sample size shall be approximately 280 lb. for each coarse aggregate, 150 lb. for each fine aggregate, 15 lb. for the mineral filler or collected dust, and 1 gallon of asphalt cement.
- C. The Contractor shall split the aggregate samples down and run gradation tests according to the testing methods referenced in Appendix B of this memorandum. The remaining aggregates shall be set aside for further Mix Design testing. The results of the gradation tests, along with the most recent stockpile gradations, shall be reported by fax to the IDA Engineer of Construction & Materials for engineering evaluation. If the gradation results are deemed non-representative or in any way unacceptable, new representative samples may be required at the direction of the IDA Engineer of Construction & Materials. Only composite gradations are required under this procedure.
- D. Based on the accepted gradation results, the Contractor will determine blend percentages in accordance with the contract specifications (see Section 401/403 – 3.2 JOB MIX FORMULA under Table 4) for each aggregate to be used in determining the Job Mix Formula, as well as mix temperature and asphalt content(s), and number of Marshall Blows for preparation of the Marshall Mix Design or number of gyrations for Superpave Mix Design, depending on which design is specified in the contract. The Contractor will verify the aggregate percentages, mix temperatures, asphalt content(s), and number of Marshall blows (or gyrations) with the IDA Engineer of Construction & Materials before beginning any testing.
- E. After verification of the information from step D., the Contractor shall make specimens and perform the following tests at various asphalt contents in order to obtain the optimum mix design. [Note: Actual test designation is referenced in Appendix B of this memorandum.]

Marshall Tests

Maximum Specific Gravity -- " G_{mm} "

Bulk Specific Gravity -- " G_{sb} "

Marshall Stability

Marshall Flow

% air voids

- The JMF will be designed in accordance with Table 2 as modified in Section 401 – 3.2 or 403 – 3.2, depending on the type of mix being produced. Appendix C contains a copy of the Table 2 targets and ranges for the JMF.
- F. All technicians who will be performing mix design testing and plant sampling/testing shall have successfully completed the IDOT Division of Highways HMA Concrete Level 1 Technician Course "HMA Concrete Testing". The Contractor may also provide a Gradation Technician who has successfully completed the Department's "Gradation Technician Course" to run gradation tests only under the supervision of a HMA Concrete Level 2 Technician.
- G. The mix design testing results and resulting optimal JMF shall be reported to the IDA Engineer of Construction & Materials with the following data included:
- a) Aggregate & liquid asphalt material codes
 - b) Aggregate & liquid asphalt producer numbers, names, and locations
 - c) Aggregate Blend of each aggregate
 - d) Optimum Blend % for each sieve
 - e) AC Specific Gravity
 - f) Bulk Specific Gravity and Absorption for each aggregate

- g) Summary of Marshall Design Data: AC % Mix, Stability, Flow, G_{mb} , G_{mm} , VMA, Voids (Total Mix), Voids Filled
- h) Optimum design data listing AC % Mix, Stability, Flow, G_{mb} , G_{mm} , VMA, Voids (Total Mix), Voids Filled
- i) Percent of asphalt that any RAP will add to the mix
- j) Graphs for the following: gradation on 0.45 Power Curve, AC vs. Voids (Total Mix), AC vs. Specific Gravities, AC vs. Voids Filled, AC vs. Stability, AC vs. Flow and VMA

- H. The IDA Engineer of Construction & Materials shall generate and issue a concurrence or rejection of the Contractor's proposed Mix Design with the JMF for the manufacture of HMA mixtures based upon the Contractor's submitted testing and complete mix design results. The Contractor shall not be permitted to use the proposed HMA mix in production for the project until this concurrence letter is issued to the Contractor by the IDA Engineer of Construction & Materials, and the mix passes all test section requirements, when a test section is specified.
- I. The above procedure, III. MIX DESIGN SUBMITTAL shall be repeated for each change in source or gradation of materials.

IV. MIX PRODUCTION TESTING

The Quality Control of the manufacture and placement of HMA mixtures is the responsibility of the Contractor. The Contractor shall perform or have performed the inspection and tests required to assure conformance to contract requirements. Quality Control includes the recognition of defects and their immediate correction. This may require increased testing, communication of test results to the plant or the job site, modification of operations, suspension of HMA mix production, rejection of material, or other actions as appropriate. The Resident Engineer shall be immediately notified of any failing tests and subsequent remedial action. Form AER M-14 shall be reported to the Engineer and Resident Engineer no later than the start of the next work day. In addition, AER M-9 and M-11 shall be given to the Resident Engineer daily. The Contractor shall provide a Quality Control (QC) Manager who will have overall responsibility and authority for Quality Control. This individual shall have successfully completed the IDOT Division of Highways HMA Concrete Level II Technician Course "HMA Concrete Proportioning and Mixture Evaluation." In addition to the QC Manager, the Contractor shall provide sufficient and qualified personnel to perform the required visual inspections, sampling, testing, and documentation in a timely manner. The following plant tests and documentation shall be required: [Note: A summary chart of testing can be found in Appendix B.]

- A. Minimum of one (1) complete hot bin or combined belt analysis per day of production or every 1,000 tons, whichever is more frequent.
- B. Minimum one (1) stockpile gradation for each aggregate and/or mineral filler per week when a batch plant is utilized. Minimum of one (1) gradation for each aggregate per day of production or every 1,000 tons when a drum plant is used, and one (1) gradation per week for mineral filler when a drum plant is used.
- C. A certification from the quarry for the total quantity of aggregate listing the source, gradation type, and quality designation of aggregate shipped.
- D. Original asphalt shipping tickets listing the source and type of asphalt shipped.
- E. One mix sample per 1,000 tons of mix. The sample shall be split in half. One half shall be reserved for testing by the Engineer. The other half shall be split and tested by the Contractor for Marshall, Extraction, Gradation, Maximum Specific Gravity, and Air Void tests in accordance with the appropriate ASTM standard referenced herein. [See Appendix B.]
 - 1. In place of the extraction test, the Contractor may provide the asphalt content by a calibrated ignition oven test using the IDOT Division of Highways' latest procedure. The

correction (calibration) factor for aggregate type shall be clearly indicated in the reported test results.

From these tests, the Contractor shall interpret the test data and make necessary adjustments to the production process in order to comply with the approved JMF.

V. QUALITY CONTROL

A. Control Limits

Target values shall be determined from the approved JMF. The target values shall be plotted on the control charts within the following control limits:

<u>Parameter</u>	<u>Control Limits</u>	
	<u>Individual Test</u>	<u>Moving Avg. of 4</u>
% Passing		
1/2 in.	± 7 %	± 4 %
No. 4	± 7 %	± 4 %
No. 8	± 5 %	± 3 %
No. 30	± 4 %	± 2.5 %
No. 200 *	± 2.0 % *	± 1.0 % *
Asphalt Content	± 0.45 %	± 0.2 %

* No. 200 material percents shall be based on washed samples. Dry sieve gradations (-200) shall be adjusted based on anticipated degradation in the mixing process.

B. Control Charts

Standardized control charts shall be maintained by the Contractor at the field laboratory. The control charts shall be displayed and be accessible at the field laboratory at all times for review by the Engineer. The individual required test results obtained by the Contractor shall be recorded on the control chart immediately upon completion of a test, but no later than 24 hours after sampling. Only the required plant tests and resamples shall be recorded on the control chart. Any additional testing of check samples may be used for controlling the Contractor's processes, but shall be documented in the plant diary.

The results of assurance tests performed by the Resident Engineer will be posted as soon as available.

The following parameters shall be recorded on control charts:

1. Combined Gradation of Hot-Bin or Combined Belt Aggregate Samples (Drier Drum). (% Passing 1/2 in., No. 4., No. 8, No. 30, and No. 200 Sieves)
2. Asphalt Content
3. Bulk Specific Gravity of Marshall Sample
4. Maximum Specific Gravity of Mixture

C. Corrective Action for Required Plant Tests

Control Limits for each required parameter, both individual tests and the average of four tests, shall be exhibited on control charts. Test results shall be posted within the time limits previously outlined.

1. Individual Test Result. When an individual test result exceeds its control limit, the Contractor shall immediately resample and retest. If at the end of the day no material remains from which to resample, the first sample taken the following day shall serve as the resample as well as the first sample of the day. This result shall be recorded as a retest. If the retest passes, the Contractor may continue the required plant test frequency. Additional check samples should be taken to verify mix compliance.
2. Asphalt Content. If the retest for asphalt content exceeds control limits, mix production shall cease and immediate corrective action shall be instituted by the Contractor. After corrective action, mix production shall be restarted, the mix production shall be stabilized, and the Contractor shall immediately resample and retest. Mix production may continue when approved by the Engineer. The corrective action shall be documented.

Inability to control mix production is cause for the Engineer to stop the operation until the Contractor completes the investigation identifying the problems causing failing test results.

3. Combined Aggregate/Hot-Bin. For combined aggregate/hot-bin retest failures, immediate corrective action shall be instituted by the Contractor. After corrective action, the Contractor shall immediately resample and retest. The corrective action shall be documented.

- a. Moving Average. When the moving average values trend toward the moving average control limits, the Contractor shall take corrective action and increase the sampling and testing frequency. The corrective action shall be documented.

The Contractor shall notify the Engineer whenever the moving average values exceed the moving average control limits. If two consecutive moving average values fall outside the moving average control limits, the Contractor shall cease operations. Corrective action shall be immediately instituted by the Contractor. Operations shall not be reinstated without the approval of the Engineer. Failure to cease operations shall subject all subsequently produced material to be considered unacceptable.

- b. Mix Production Control. If the Contractor is not controlling the production process and is making no effort to take corrective action, the operation shall stop.

VI. TEST SECTION AND DENSITY ACCEPTANCE **(Note: Applies only when specified.)**

- A. The purpose of the test section is to determine if the mix is acceptable and can be compacted to a consistent passing density.

A quick way to determine the compactibility of the mix is by the use of a nuclear density gauge in the construction of a growth curve. An easy way to construct a growth curve is to use a good vibratory roller. To construct the curve, an area the width of the roller in the middle of the mat is chosen and the roller is allowed to make one compactive pass. With the roller stopped some 30 feet away, a nuclear reading is taken and the outline of the gauge is marked on the pavement. The roller then makes a compactive pass in the opposite direction and another reading is taken. This scenario is continued until at least two (2) passes are made past the maximum peak density obtained.

The maximum laboratory density potential of a given mix is a direct function of the mix design air voids. Whereas, the actual maximum field density is a function of the type of coarse aggregates, natural or manufactured sands, lift thickness, roller type (static or vibratory), roller and paver speed, base condition, mix variation, etc. All of these items are taken into consideration with the growth curve.

1. High Density in the Growth Curve. If the growth curve indicates a maximum achievable field density of between 95 to 98 percent of the Theoretical Maximum Density (D), you can proceed with the Rolling Pattern. On the other hand, if the maximum achievable density is greater than 98 percent, a quick evaluation (by use of an extractor, hot bin gradations, nuclear asphalt determinator, etc.) must be made of the mix. When adjustments are made in the mix, a new growth curve shall be constructed.
2. Low Density in the Growth Curve. If the growth curve indicates the maximum achievable density is below 94 percent, a thorough evaluation of the mix, rollers, and laydown operations should be made. After a thorough evaluation of all factors (mix, rollers, etc.), asphalt or gradation changes may be in order as directed by the Engineer. Again, any changes in the mix will require a new growth curve. Note that the nuclear density test is a quality control tool and not an acceptance test. All acceptance testing is to be conducted by the use of cores, unless otherwise specified.
3. Acceptance of Test Section. The Contractor may proceed with paving the day after the test section provided the following criteria have been met:
 - a. Four random locations (2 cores per location cut longitudinally and cored by the Contractor) will be selected by the Engineer within the test strip. No individual core can be below a minimum of 94% density.
 - b. All Marshall and extraction test results from mix produced for the test section must be within the tolerances required by specification.
 - c. The Contractor shall correlate his nuclear gauge to the cores taken in the test section. Additional cores may be taken at the Contractor's expense for this purpose within the test section area, when approved by the Engineer.
4. Density Acceptance under Production Paving. The responsibility for obtaining the specified density lies with the Contractor. Therefore, it is important that the nuclear density gauge operator communicate with the roller operators to maintain the specified density requirements. The Contractor shall provide a qualified HMA Density Tester who has successfully completed the Department's "HMA Concrete Nuclear Density Testing Course" to run all required density tests on the job site. Density acceptance testing, unless otherwise specified, is described as follows:
 - a. The Contractor shall cut cores at random locations within 500 ton sublots as directed by the Resident Engineer.
 - b. The cores should be extracted so as not to damage them, since they are used to calculate the Contractor's pay.
 - c. The Resident Engineer will run preliminary G_{mb} tests on the cores to give the Contractor an indication of how compaction is running for the next day's paving.

- d. A running average of four (4) Maximum Theoretical Gravities (G_{mm}) will be used for calculating percent compaction.
- e. Final core density tests and pay calculations will be performed by the Resident Engineer and delivered to the Contractor.

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

Supersedes Policy Memorandum 96-2 dated January 16, 2007.

APPENDIX A

BITUMINOUS WORKSHEET

Airport: _____ Project No.: _____ AIP No.: _____

Mix Design #: _____ Material Code: _____ Producer: _____
Prod. #: _____

AGGREGATE

Mat'l. Code: _____

Producer #: _____

Prod. Name _____

Location: _____

Percent Passing

Sieve Size

1 inch _____

3/4 inch _____

1/2 inch _____

3/8 inch _____

No. 4 _____

No. 8 _____

No. 16 _____

No. 30 _____

No. 50 _____

No. 100 _____

No. 200 _____

Washed (y/n) _____

O.D. Gravity _____

App. Gravity _____

Absorption _____

Asphalt Gravity _____ Asphalt Source _____ Asphalt Producer No. _____

MARSHALL DATA

% Asphalt _____

M. Stability _____

Flow _____

D _____

d _____

% Air Voids _____

Q.C. Manager Name: _____ Phone number: _____

Laboratory Location: _____ Fax Number: _____

Remarks: _____

APPENDIX B

QUALITY CONTROL TESTING (PLANT)

PARAMETER	FREQUENCY	SAMPLE SIZE	TEST METHOD	REPORT FORM
Aggregate Gradations: Hot bins for batch and continuous plants--- Individual cold-feeds or combined belt-feeds for drier drum plants.	Minimum 1 per day of production and at least 1 per 1000 tons.	CA07/11: 5000 gm CA13: 2000 gm CA16: 1500 gm Fine agg: 500 gm 1 gallon asphalt cement	ASTM C 136	AER M-9
Aggregate gradations: Stockpiles	Minimum 1 per aggregate per week per stockpile.	CA07/11: 5000 gm CA13: 2000 gm CA16: 1500 gm Fine agg: 500 gm *Note: The above test sample sizes are to be obtained from splitting down a larger sample from the stockpiles.	ASTM C 136	AER M-9
Maximum Specific Gravity	Minimum 1 per 1000 tons	1200 gm per test	ASTM D 2041	AER M-11 and AERM-14
Bulk Specific Gravity	Minimum 1 per 1000 tons	1250 gm per briquette	ASTM D 2726	AER M-11 and AERM-14
Marshall Stability and Flow	Minimum 1 per 1000 tons	1250 gm per briquette	ASTM D 1559	AER M-11 and AERM-14
% Air Voids	Minimum 1 per 1000 tons		ASTM D 3203	AER M-11 and AERM-14
Extraction	Minimum 1 per 1000 tons	1000 gm (surface) 1500 gm (base)	ASTM D 2172	AER M-11 and AERM-14
Ignition Oven Test	Minimum 1 per 1000 tons	1500 gm		AER M-14
Nuclear Asphalt Gauge	Minimum 1 per 1000 tons	1000-1100 gm	ASTM D 2145	AER M-14

MIX DESIGN TESTING

PARAMETER	FREQUENCY	SAMPLE SIZE	TEST METHOD	REPORT FORM
Representative samples of each aggregate and asphalt cement.	1 per aggregate and 1 asphalt cement.	280 lb. (coarse) 150 lb. (fine) 15 lb. (min. filler) 1 gallon asphalt cement	ASTM D 75	N/A
Aggregate Gradation	1 per aggregate	CA07/11: 5000 gm CA13: 2000 gm CA16: 1500 gm Fine agg: 500 gm	ASTM C 136	Bituminous Worksheet (Appendix A)
Maximum Specific Gravity	2 per specified asphalt content	1200 gm per test	ASTM D 2041	Bituminous Worksheet (Appendix A)
Bulk Specific Gravity	3 briquettes per specified asphalt content	1250 gm per briquette	ASTM D 2726	Bituminous Worksheet (Appendix A)
Marshall Stability and Flow	3 briquettes	1250 gm per briquette	ASTM D 1559	Bituminous Worksheet (Appendix A)
% Air Voids	1 per specified asphalt content (Avg. of G_{sb}/G_{mm})		ASTM D 3203	Bituminous Worksheet (Appendix A)

QUALITY CONTROL TESTING (PAVER)

PARAMETER	FREQUENCY	SAMPLE SIZE	TEST METHOD	REPORT FORM
Nuclear Density Test	As required by the Contractor to amintain consistent passing density	Various locations	ASTM D 2950	

APPENDIX C

AGGREGATE HMA BASE COURSE

Percentage by Weight Passing Sieves Job Mix Formula (JMF)		
Sieve Size	Gradation B Range 1" Maximum	Ideal Target
1-1/4 in.	---	---
1 in.	100	100
3/4 in.	93 – 97	95
1/2 in.	75 – 79	77
3/8 in.	64 – 68	66
No. 4	45 – 51	48
No. 8	34 – 40	37
No. 16	27 – 33	30
No. 30	19 – 23	21
No. 100	6 – 10	8
No. 200	4 – 6	5
Bitumen %:		
Stone	4.5 – 7.0	5.5

AGGREGATE HMA SURFACE COURSE

Percentage by Weight Passing Sieves Job Mix Formula (JMF)		
Sieve Size	Gradation B Range ³/₄" Maximum	Ideal Target
1 in.	100	---
3/4 in.	100	100
1/2 in.	99 - 100	100
3/8 in.	91 - 97	94
No. 4	56 - 62	59
No. 8	36 - 42	39
No. 16	27 - 32	30
No. 30	19 - 25	22
No. 100	7 - 9	8
No. 200	5 - 7	6
Bitumen %: Stone	5.0 - 7.0	6.0

State of Illinois
Department of Transportation
Division of Aeronautics

POLICY MEMORANDUM

January 1, 2004

Springfield, Illinois

Number 96-3

TO: CONSULTING ENGINEERS

SUBJECT: REQUIREMENTS FOR QUALITY ASSURANCE ON PROJECTS
WITH BITUMINOUS CONCRETE PAVING

I. SCOPE

The purpose of this policy memorandum is to define to the Consulting Engineer the requirements concerning Quality Assurance on bituminous concrete paving projects. Specifically, this memo applies whenever the Contractor is required to comply with the requirements set forth in Policy Memorandum 96-2, "*Requirements for Laboratory, Testing, Quality Control, and Paving of Bituminous Concrete Mixtures*".

II. LABORATORY APPROVAL

The Resident Engineer shall review and approve the Contractor's plant laboratory to assure that it meets the requirements set forth in the contract specifications and Policy Memorandum 96-2. This review and approval shall be completed prior to utilization of the plant for the production of any mix.

III. QUALITY ASSURANCE DURING PRODUCTION PAVING

A. At the option of the Engineer, independent assurance tests may be performed on split samples taken by the Contractor for Quality Control testing. In addition, the Resident Engineer shall witness the sampling and splitting of these samples at the start of production and as needed throughout mix production. The Engineer may select any or all split samples for assurance testing. These tests may be performed at any time after sampling. The test results will be made available to the Contractor as soon as they become available.

B. The Resident Engineer may witness the sampling and testing being performed by the Contractor. If the Resident Engineer determines that the sampling and Quality Control tests are not being performed according to the applicable test procedures, the Engineer may stop production until corrective action is taken. The Resident Engineer will promptly notify the Contractor, both verbally and in writing, of observed deficiencies. The Resident Engineer will document all witnessed samples and tests. The Resident Engineer may elect to obtain samples for testing, separate from the Contractor's Quality Control process, to verify specification compliance.

1. Differences between the Contractor's and the Engineer's split sample test results will be considered acceptable if within the following limits:

<u>Test Parameter</u>	<u>Acceptable Limits of Precision</u>
% Passing	
1/2 in.	5.0 %
No. 4	5.0 %
No. 8	3.0 %
No. 30	2.0 %
No. 200	2.2 %
Asphalt Content	0.3 %
Maximum Specific Gravity of Mixture	0.026
Bulk Specific Gravity of Marshall Sample	0.045

2. In the event a comparison of the required plant test results is outside the above acceptable limits of precision, split or independent samples fail the control limits, an extraction indicates non-specification mix, or a continual trend of difference between Contractor and Engineer test results is identified, the Engineer will immediately investigate. The Engineer may suspend production while the investigation is in progress. The investigation may include testing by the Engineer of any remaining split samples or a comparison of split sample test results on the mix currently being produced. The investigation may also include review and observation of the Contractor's technician performance, testing procedure, and equipment. If a problem is identified with the mix, the Contractor shall take immediate corrective action. After corrective action, both the Contractor and the Engineer shall immediately resample and retest.

- C. The Contractor shall be responsible for documenting all observations, records of inspection, adjustments to the mixture, test results, retest results, and corrective actions in a bound hardback field book or bound diary which will become the property of IDA upon completion and acceptance of the project. The Contractor shall be responsible for the maintenance of all permanent records whether obtained by the Contractor, the Contractor's Consultants, or the producer of bituminous mix material. The Contractor shall provide the Engineer full access to all documentation throughout the progress of the work.

Results of adjustments to mixture production and tests shall be recorded in duplicate and sent to the Engineer.

IV. ACCEPTANCE BY ENGINEER

Density acceptance shall be performed according to Policy Memorandum 87-2, or according to the acceptance procedure outlined in the Special Provisions.

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

Supersedes Policy Memorandum 96-3 dated January 1, 1997

State of Illinois
Department of Transportation
Division of Aeronautics

POLICY MEMORANDUM

January 1, 2004

Springfield, Illinois

Number 97-2

TO: CONSULTING ENGINEERS

SUBJECT: PAVEMENT MARKING PAINT ACCEPTANCE

I. SCOPE

The purpose of this policy memorandum is to define the procedure for acceptance of pavement marking paint.

II. RESIDENT ENGINEER'S DUTIES

The Resident Engineer shall follow the acceptance procedure outlined as follows:

- A. Require the painting contractor to furnish the name of the paint manufacturer and the batch number proposed for use prior to beginning work. Notify the I.D.A. Materials Certification Engineer when this information is available.
- B. Require the manufacturer's certification before painting begins. Check the certification for compliance to the contract specifications.
 1. The certification shall be issued from the manufacturer and shall include the specification and the batch number.
 2. The paint containers shall have the manufacturer's name, the specification and the batch number matching the certification.
- C. If no batch number is indicated on the certification or containers, sample the paint according to the procedure for the corresponding paint type.
- D. If the I.D.A. Engineer of Materials indicates that batch number has not been previously sampled and tested, sample the paint according to the procedure for the corresponding paint type. The Division of Aeronautics will provide paint cans upon request by the Resident Engineer. Samples will only be taken in new epoxy lined cans so that the paint will not be contaminated. It is important to seal the sample container immediately with a tight cover to prevent the loss of volatile solvents.

Mark the sample cans with the paint color, manufacturer's name, and batch number. The paint samples and manufacturer's certification shall be placed in the mail within 24 hours after sampling. Address the samples to the Materials Certification Engineer at:

Illinois Department of Transportation
Division of Aeronautics
One Langhorne Bond Drive
Springfield, Illinois 62707

Sampling Procedures for Each Paint Type:

1. Waterborne or Solvent Base Paints
 - a. Take the paint sample from the spray nozzle when the contractor begins marking. A sample consists of two one-pint cans taken per batch number.
 - b. Be sure to indicate to the contractor that acceptance of material is based upon a passing test of the paint material.

2. Epoxy Paint
 - a. Take separate one-pint samples of each paint component prior to marking. Before drawing samples, the contents of each component's container must be thoroughly mixed to make certain that any settled portion is fully dispersed. **Do not combine the two components or sample from the spray nozzle.**
 - b. Be sure to indicate to the contractor that acceptance of material is based upon a passing test of the paint material.

III. TESTING

The paint will be tested for acceptance by the IDOT Bureau of Materials and Physical Research for conformance to the contract specifications.

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

Supersedes policy memorandum 97-2 dated February 27, 2002

STORM WATER POLLUTION PREVENTION PLAN

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Route _____
Section MidAmerica St. Louis Airport
County St. Clair

Marked Rte. _____
Project No. BLV-4493
Contract No. SC070

This plan has been prepared to comply with the provisions of the National Pollutant Discharge Elimination System (NPDES) Permit No. ILR10 (Permit ILR10), issued by the Illinois Environmental Protection Agency (IEPA) for storm water discharges from construction site activities.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Print Name

Title

Agency

Signature

Date

I. Site Description:

A. Provide a description of the project location (include latitude and longitude):

Mid America Airport, St. Clair County, IL
Latitude: 38° 33' 11"
Longitude: 89° 49' 35"

B. Provide a description of the construction activity which is the subject of this plan:

Construct 3600 LF of Airside Service Road, storm sewer and appurtenances.

C. Provide the estimated duration of this project:

Approximately 1 year.

D. The total area of the construction site is estimated to be 15 acres.

The total area of the site estimated to be disturbed by excavation, grading or other activities is 15 acres.

E. The following is a weighted average of the runoff coefficient for this project after construction activities are completed:

c = 0.43

F. List all soils found within project boundaries. Include map unit name, slope information, and erosivity:

491B2 (Ruma Silt Loam). 2% to 5% slopes with moderate erosivity.

G. Provide an aerial extent of wetland acreage at the site:

See attached exhibit.

H. Provide a description of potentially erosive areas associated with this project:

Vegetated ditch side slopes have potential to erode. Erosion control blankets are specified to prevent erosion.

- I. The following is a description of soil disturbing activities by stages, their locations, and their erosive factors (e.g. steepness of slopes, length of slopes, etc):

Trench excavation for storm sewer installation, excavation for roadway construction with maximum 6H:1V ditch side slopes.

- J. See the erosion control plans and/or drainage plans for this contract for information regarding drainage patterns, approximate slopes anticipated before and after major grading activities, locations where vehicles enter or exit the site and controls to prevent offsite sediment tracking (to be added after contractor identifies locations), areas of soil disturbance, the location of major structural and non-structural controls identified in the plan, the location of areas where stabilization practices are expected to occur, surface waters (including wetlands) and locations where storm water is discharged to surface water including wetlands.

- K. Identify who owns the drainage system (municipality or agency) this project will drain into:

St. Clair County.

- L. The following is a list of General NPDES ILR40 permittees within whose reporting jurisdiction this project is located.

- M. The following is a list of receiving water(s) and the ultimate receiving water(s) for this site. The location of the receiving waters can be found on the erosion and sediment control plans:

Silver Creek

- N. Describe areas of the site that are to be protected or remain undisturbed. These areas may include steep slopes, highly erodible soils, streams, stream buffers, specimen trees, natural vegetation, nature preserves, etc.

Areas outside of the limit of disturbance as shown on the Erosion Control plans are not to be disturbed.

- O. The following sensitive environmental resources are associated with this project, and may have the potential to be impacted by the proposed development:

- Floodplain
- Wetland Riparian
- Threatened and Endangered Species
- Historic Preservation
- 303(d) Listed receiving waters for suspended solids, turbidity, or siltation
- Receiving waters with Total Maximum Daily Load (TMDL) for sediment, total suspended solids, turbidity or siltation
- Applicable Federal, Tribal, State or Local Programs
- Other

1. 303(d) Listed receiving waters (fill out this section if checked above):

Silver Springs Creek

- a. The name(s) of the listed water body, and identification of all pollutants causing impairment:

Silver Springs Creek. Pollutants are manganese, sedimentation/siltation and phosphorus (total).

- b. Provide a description of how erosion and sediment control practices will prevent a discharge of sediment resulting from a storm event equal to or greater than a twenty-five (25) year, twenty-four (24) hour rainfall event:

Ditch checks and inlet protection will collect sediment prior to it leaving the site. Permanent seeding, hydromulch and erosion control blankets will stabilize the disturbed area and prevent erosion.

- c. Provide a description of the location(s) of direct discharge from the project site to the 303(d) water body:

Storm water from the project site drains by pipe and ditch to an existing storm water detention basin located west of Runway 14L-32R. An existing outlet structure at the southeast corner of the detention basin will remain in use.

- d. Provide a description of the location(s) of any dewatering discharges to the MS4 and/or water body:

Any dewatering shall be filtered through a BMP (filter sock, check dam), prior to being released to Silver Creek.

2. TMDL (fill out this section if checked above)

a. The name(s) of the listed water body:

N/A

b. Provide a description of the erosion and sediment control strategy that will be incorporated into the site design that is consistent with the assumptions and requirements of the TMDL:

N/A

c. If a specific numeric waste load allocation has been established that would apply to the project's discharges, provide a description of the necessary steps to meet that allocation:

N/A

P. The following pollutants of concern will be associated with this construction project:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Soil Sediment | <input checked="" type="checkbox"/> Petroleum (gas, diesel, oil, kerosene, hydraulic oil / fluids) |
| <input type="checkbox"/> Concrete | <input type="checkbox"/> Antifreeze / Coolants |
| <input type="checkbox"/> Concrete Truck Waste | <input type="checkbox"/> Waste water from cleaning construction equipment |
| <input type="checkbox"/> Concrete Curing Compounds | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Solid Waste Debris | <input type="checkbox"/> Other (specify) |
| <input checked="" type="checkbox"/> Paints | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Solvents | <input type="checkbox"/> Other (specify) |
| <input checked="" type="checkbox"/> Fertilizers / Pesticides | <input type="checkbox"/> Other (specify) |

II. Controls:

This section of the plan addresses the controls that will be implemented for each of the major construction activities described in I.C. above and for all use areas, borrow sites, and waste sites. For each measure discussed, the Contractor will be responsible for its implementation as indicated. The Contractor shall provide to the Resident Engineer a plan for the implementation of the measures indicated. The Contractor, and subcontractors, will notify the Resident Engineer of any proposed changes, maintenance, or modifications to keep construction activities compliant with the Permit ILR10. Each such Contractor has signed the required certification on forms which are attached to, and are a part of, this plan:

A. **Erosion and Sediment Controls:** At a minimum, controls must be coordinated, installed and maintained to:

1. Minimize the amount of soil exposed during construction activity;
2. Minimize the disturbance of steep slopes;
3. Maintain natural buffers around surface waters, direct storm water to vegetated areas to increase sediment removal and maximize storm water infiltration, unless infeasible;
4. Minimize soil compaction and, unless infeasible, preserve topsoil.

B. **Stabilization Practices:** Provided below is a description of interim and permanent stabilization practices, including site- specific scheduling of the implementation of the practices. Site plans will ensure that existing vegetation is preserved where attainable and disturbed portions of the site will be stabilized. Stabilization practices may include but are not limited to: temporary seeding, permanent seeding, mulching, geotextiles, sodding, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures. Except as provided below in II(B)(1) and II(B)(2), stabilization measures shall be initiated **immediately** where construction activities have temporarily or permanently ceased, but in no case more than **one (1) day** after the construction activity in that portion of the site has temporarily or permanently ceases on all disturbed portions of the site where construction will not occur for a period of fourteen (14) or more calendar days.

1. Where the initiation of stabilization measures is precluded by snow cover, stabilization measures shall be initiated as soon as practicable.
2. On areas where construction activity has temporarily ceased and will resume after fourteen (14) days, a temporary stabilization method can be used.

The following stabilization practices will be used for this project:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Preservation of Mature Vegetation | <input checked="" type="checkbox"/> Erosion Control Blanket / Mulching |
| <input type="checkbox"/> Vegetated Buffer Strips | <input checked="" type="checkbox"/> Sodding |
| <input type="checkbox"/> Protection of Trees | <input type="checkbox"/> Geotextiles |
| <input checked="" type="checkbox"/> Temporary Erosion Control Seeding | <input checked="" type="checkbox"/> Other (specify) Silt Fence |
| <input type="checkbox"/> Temporary Turf (Seeding, Class 7) | <input checked="" type="checkbox"/> Other (specify) Ditch checks |
| <input checked="" type="checkbox"/> Temporary Mulching | <input checked="" type="checkbox"/> Other (specify) Inlet protection |
| <input checked="" type="checkbox"/> Permanent Seeding | <input type="checkbox"/> Other (specify) |

Describe how the stabilization practices listed above will be utilized during construction:

Silt fence, ditch checks and inlet protection will capture the sediment prior to leaving the site. Temporary mulching, seeding, hydromulching and erosion control blankets will prevent erosion from occurring.

Describe how the stabilization practices listed above will be utilized after construction activities have been completed:

Rip rap and rock outlet protection and stabilized turf will prevent erosion from occurring.

C.

Structural Practices: Provided below is a description of structural practices that will be implemented, to the degree attainable, to divert flows from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Such practices may include but are not limited to: perimeter erosion barrier, earth dikes, drainage swales, sediment traps, ditch checks, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, and temporary or permanent sediment basins. The installation of these devices may be subject to Section 404 of the Clean Water Act.

The following structural practices will be used for this project:

- | | |
|---|--|
| <input type="checkbox"/> Perimeter Erosion Barrier | <input checked="" type="checkbox"/> Rock Outlet Protection |
| <input checked="" type="checkbox"/> Temporary Ditch Check | <input checked="" type="checkbox"/> Riprap |
| <input checked="" type="checkbox"/> Storm Drain Inlet Protection | <input type="checkbox"/> Gabions |
| <input type="checkbox"/> Sediment Trap | <input type="checkbox"/> Slope Mattress |
| <input type="checkbox"/> Temporary Pipe Slope Drain | <input type="checkbox"/> Retaining Walls |
| <input type="checkbox"/> Temporary Sediment Basin | <input type="checkbox"/> Slope Walls |
| <input type="checkbox"/> Temporary Stream Crossing | <input type="checkbox"/> Concrete Revetment Mats |
| <input checked="" type="checkbox"/> Stabilized Construction Exits | <input type="checkbox"/> Level Spreaders |
| <input type="checkbox"/> Turf Reinforcement Mats | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Permanent Check Dams | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Permanent Sediment Basin | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Aggregate Ditch | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Paved Ditch | <input type="checkbox"/> Other (specify) |

Describe how the structural practices listed above will be utilized during construction:

The ditch checks, silt fence and inlet protection will capture the sediment prior to leaving the site.

Describe how the structural practices listed above will be utilized after construction activities have been completed:

Rip rap and rock outlet protection and turf stabilization will prevent erosion from occurring.

D. **Treatment Chemicals**

Will polymer flocculants or treatment chemicals be utilized on this project: Yes No

If yes above, identify where and how polymer flocculants or treatment chemicals will be utilized on this project.

E. **Permanent Storm Water Management Controls:** Provided below is a description of measures that will be installed during the construction process to control volume and pollutants in storm water discharges that will occur after construction operations have been completed. The installation of these devices may be subject to Section 404 of the Clean Water Act.

1. Such practices may include but are not limited to: storm water detention structures (including wet ponds), storm water retention structures, flow attenuation by use of open vegetated swales and natural depressions, infiltration of runoff on site, and sequential systems (which combine several practices).

The practices selected for implementation were determined on the basis of the technical guidance in Chapter 41 (Construction Site Storm Water Pollution Control) of the IDOT Bureau of Design and Environment Manual. If practices other than those discussed in Chapter 41 are selected for implementation or if practices are applied to situations different from those covered in Chapter 41, the technical basis for such decisions will be explained below.

2. Velocity dissipation devices will be placed at discharge locations and along the length of any outfall channel as necessary to provide a non-erosive velocity flow from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected (e.g. maintenance of hydrologic conditions such as the hydroperiod and hydrodynamics present prior to the initiation of construction activities).

Description of permanent storm water management controls:

The existing storm water management controls will continue to be utilized after construction. This includes the large dry bottom detention basin and outlet structure.

- F. **Approved State or Local Laws:** The management practices, controls and provisions contained in this plan will be in accordance with IDOT specifications, which are at least as protective as the requirements contained in the Illinois Environmental Protection Agency's Illinois Urban Manual. Procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials shall be described or incorporated by reference in the space provided below. Requirements specified in sediment and erosion site plans, site permits, storm water management site plans or site permits approved by local officials that are applicable to protecting surface water resources are, upon submittal of an NOI, to be authorized to discharge under the Permit ILR10 incorporated by reference and are enforceable under this permit even if they are not specifically included in the plan.

Description of procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials:

N/A

- G. **Contractor Required Submittals:** Prior to conducting any professional services at the site covered by this plan, the Contractor and each subcontractor responsible for compliance with the permit shall submit to the Resident Engineer a Contractor Certification Statement, BDE 2342a.

1. The Contractor shall provide a construction schedule containing an adequate level of detail to show major activities with implementation of pollution prevention BMPs, including the following items:
 - Approximate duration of the project, including each stage of the project
 - Rainy season, dry season, and winter shutdown dates
 - Temporary stabilization measures to be employed by contract phases
 - Mobilization timeframe
 - Mass clearing and grubbing/roadside clearing dates
 - Deployment of Erosion Control Practices
 - Deployment of Sediment Control Practices (including stabilized construction entrances/exits)
 - Deployment of Construction Site Management Practices (including concrete washout facilities, chemical storage, refueling locations, etc.)
 - Paving, saw-cutting, and any other pavement related operations
 - Major planned stockpiling operations
 - Timeframe for other significant long-term operations or activities that may plan non-storm water discharges such as dewatering, grinding, etc.
 - Permanent stabilization activities for each area of the project
2. The Contractor and each subcontractor shall provide, as an attachment to their signed Contractor Certification Statement, a discussion of how they will comply with the requirements of the permit in regard to the following items and provide a graphical representation showing location and type of BMPs to be used when applicable:

- Vehicle Entrances and Exits – Identify type and location of stabilized construction entrances and exits to be used and how they will be maintained.
- Material Delivery, Storage and Use – Discuss where and how materials including chemicals, concrete curing compounds, petroleum products, etc. will be stored for this project.
- Stockpile Management – Identify the location of both on-site and off-site stockpiles. Discuss what BMPs will be used to prevent pollution of storm water from stockpiles.
- Waste Disposal – Discuss methods of waste disposal that will be used for this project.
- Spill Prevention and Control – Discuss steps that will be taken in the event of a material spill (chemicals, concrete curing compounds, petroleum, etc.)
- Concrete Residuals and Washout Wastes – Discuss the location and type of concrete washout facilities to be used on this project and how they will be signed and maintained.
- Litter Management – Discuss how litter will be maintained for this project (education of employees, number of dumpsters, frequency of dumpster pick-up, etc.).
- Vehicle and Equipment Fueling – Identify equipment fueling locations for this project and what BMPs will be used to ensure containment and spill prevention.
- Vehicle and Equipment Cleaning and Maintenance – Identify where equipment cleaning and maintenance locations for this project and what BMPs will be used to ensure containment and spill prevention.
- Dewatering Activities – Identify the controls which will be used during dewatering operations to ensure sediments will not leave the construction site.
- Polymer Flocculants and Treatment Chemicals – Identify the use and dosage of treatment chemicals and provide the Resident Engineer with Material Safety Data Sheets. Describe procedures on how the chemicals will be used and identify who will be responsible for the use and application of these chemicals. The selected individual must be trained on the established procedures.
- Additional measures indicated in the plan.

III. Maintenance:

When requested by the Contractor, the Resident Engineer will provide general maintenance guides to the Contractor for the practices associated with this project. The following additional procedures will be used to maintain, in good and effective operating conditions, the vegetation, erosion and sediment control measures and other protective measures identified in this plan. It will be the Contractor's responsibility to attain maintenance guidelines for any manufactured BMPs which are to be installed and maintained per manufacture's specifications.

IV. Inspections:

Qualified personnel shall inspect disturbed areas of the construction site which have not yet been finally stabilized, structural control measures, and locations where vehicles and equipment enter and exit the site using IDOT Storm Water Pollution Prevention Plan Erosion Control Inspection Report (BC 2259). Such inspections shall be conducted at least once every seven (7) calendar days and within twenty-four (24) hours of the end of a storm or by the end of the following business or work day that is 0.5 inch or greater or equivalent snowfall.

Inspections may be reduced to once per month when construction activities have ceased due to frozen conditions. Weekly inspections will recommence when construction activities are conducted, or if there is 0.5" or greater rain event, or a discharge due to snowmelt occurs.

If any violation of the provisions of this plan is identified during the conduct of the construction work covered by this plan, the Resident Engineer shall notify the appropriate IEPA Field Operations Section office by email at: epa.swnoncomp@illinois.gov, telephone or fax within twenty-four (24) hours of the incident. The Resident Engineer shall then complete and submit an "Incidence of Non-Compliance" (ION) report for the identified violation within five (5) days of the incident. The Resident Engineer shall use forms provided by IEPA and shall include specific information on the cause of noncompliance, actions which were taken to prevent any further causes of noncompliance, and a statement detailing any environmental impact which may have resulted from the noncompliance. All reports of non-compliance shall be signed by a responsible authority in accordance with Part VI. G of the Permit ILR10.

The Incidence of Non-Compliance shall be mailed to the following address:

Illinois Environmental Protection Agency
Division of Water Pollution Control
Attn: Compliance Assurance Section
1021 North Grand East
Post Office Box 19276
Springfield, Illinois 62794-9276

Additional Inspections Required:

V. Failure to Comply:

Failure to comply with any provisions of this Storm Water Pollution Prevention Plan will result in the implementation of a National Pollutant Discharge Elimination System/Erosion and Sediment Control Deficiency Deduction against the Contractor and/or penalties under the Permit ILR10 which could be passed on to the Contractor.



Contractor Certification Statement

Prior to conducting any professional services at the site covered by this contract, the Contractor and every subcontractor must complete and return to the Resident Engineer the following certification. A separate certification must be submitted by each firm. Attach to this certification all items required by Section II.G of the Storm Water Pollution Prevention Plan (SWPPP) which will be handled by the Contractor/subcontractor completing this form.

Route _____ Marked Rte. _____
Section Mid America St. Louis Airport _____ Project No. BLV-4493 _____
County St. Clair _____ Contract No. SC-070 _____

This certification statement is a part of SWPPP for the project described above, in accordance with the General NPDES Permit No. ILR10 issued by the Illinois Environmental Protection Agency.

I certify under penalty of law that I understand the terms of the Permit No. ILR 10 that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification.

In addition, I have read and understand all of the information and requirements stated in SWPPP for the above mentioned project; I have received copies of all appropriate maintenance procedures; and, I have provided all documentation required to be in compliance with the Permit ILR10 and SWPPP and will provide timely updates to these documents as necessary.

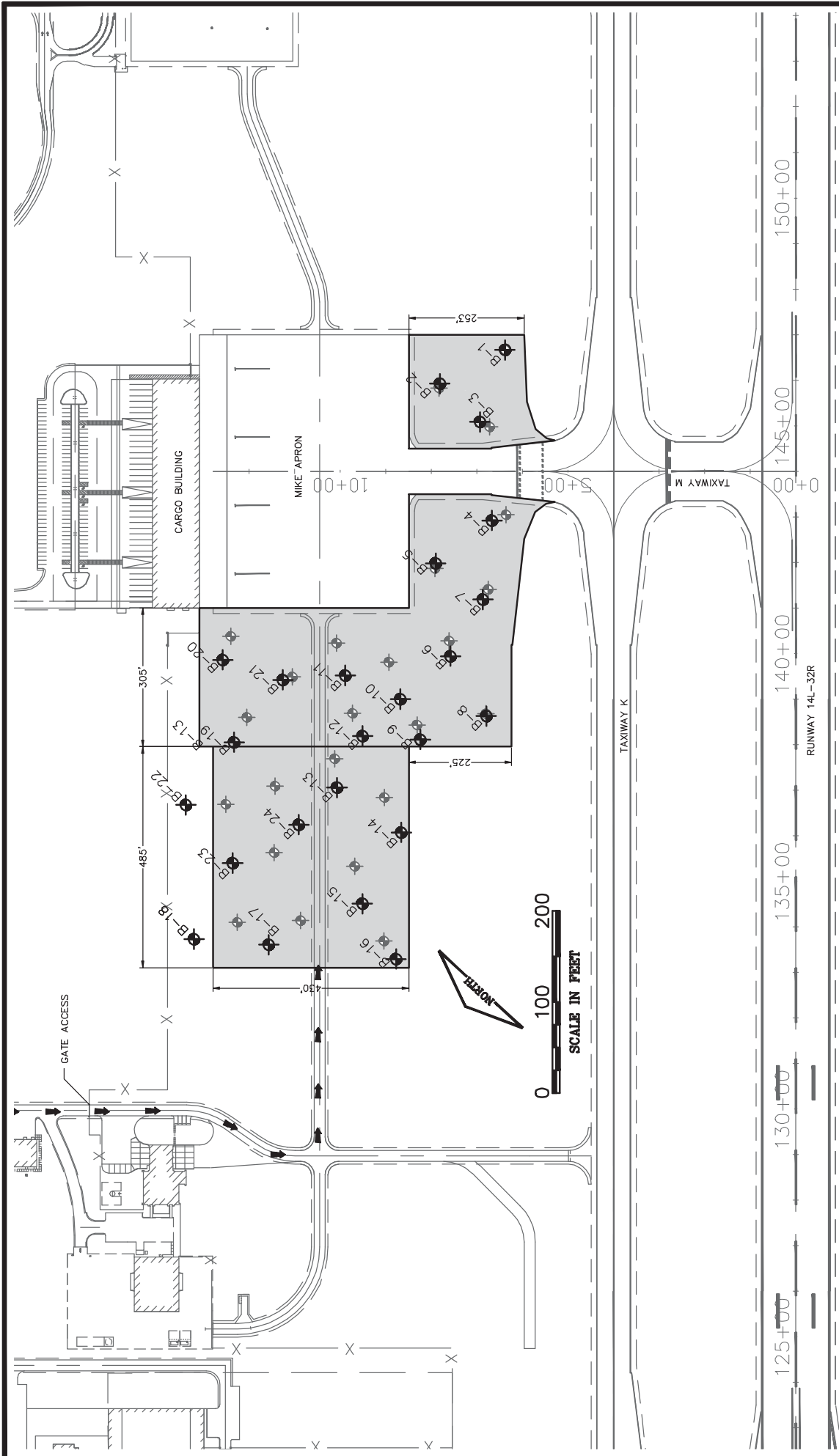
- Contractor
Sub-Contractor

Print Name _____ Signature _____
Title _____ Date _____
Name of Firm _____ Telephone _____
Street Address _____ City/State/ZIP _____

Items which this Contractor/subcontractor will be responsible for as required in Section II.G. of SWPPP:

BORING LOGS

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 Illinois Professional Design Firm
 Professional Engineering Group

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 20-50061564

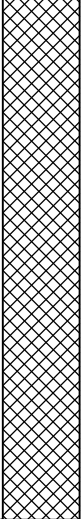
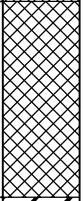

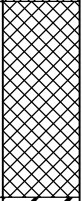

BORING LOCATION PLAN		EXHIBIT	
MIDAMERICA ST. LOUIS AIRPORT MIKE APRON EXPANSION ST. CLAIR COUNTY, ILLINOIS		2	2
		10-1020	

B



BORING LOG

PROJECT MidAmerica Airport Mike Apron Expansion **BORING NUMBER** B-1
LOCATION St. Clair County, Illinois **SHEET** 1 **of** 1
DRILLER Terra Drill, Inc. **HAMMER** Automatic **PROJECT NO.** 10-1020
EQUIPMENT CME 550 w/HSA **ELEVATION** N/A **DATE DRILLED** 08/23/10

DEPTH (ft)	SAMPLE				DESCRIPTION (UNIFIED SOIL CLASSIFICATION)	GRAPHIC	SEE REMARK NO.	LABORATORY TEST RESULTS					DEPTH (ft)
	NUMBER	TYPE	RECOVERY (in/ft)	BLOWS (per 6 in)				MOISTURE CONTENT (%)	DRY DENSITY (pcf)	HAND PENETROMETER (ksf)	UNCONFINED COMPRESSIVE STRENGTH (ksf)	LIQUID LIMIT	
3	1	SS		3	FILL: Brown, fat clay, with sand		1	10	9.0	50	31	3	
				7									5
6	2	SS		2	FILL: Brown, sandy lean clay			16	9.0			6	
				3									4
9	3	SS		6	FAT CLAY (CH): Brown, with, sand			12	9.0			9	
				15									14
12	4	SS		5	FILL: Brown, sandy lean clay			11	8.5			12	
				20									31
15	5	SS		5	FAT CLAY (CH): Brown, with, sand			15	9.0			15	
				3									11
18	6	SS		5	Boring terminated at 15.0 feet.			17	9.0			18	
				7									9

WATER LEVEL: _____ X _____ NONE OBSERVED WHILE DRILLING _____ ft WHILE DRILLING _____ ft _____ HRS AFTER DRILLING _____ ft _____ DAYS AFTER DRILLING	REMARKS: 1) Sample and samples below are difficult to assess if fill or natural soils.
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BORING LOG

PROJECT MidAmerica Airport Mike Apron Expansion **BORING NUMBER** B-2
LOCATION St. Clair County, Illinois **SHEET** 1 **of** 1
DRILLER Terra Drill, Inc. **HAMMER** Automatic **PROJECT NO.** 10-1020
EQUIPMENT CME 550 w/HSA **ELEVATION** 442.6 **DATE DRILLED** 08/23/10

DEPTH (ft)	SAMPLE				DESCRIPTION (UNIFIED SOIL CLASSIFICATION)	GRAPHIC	SEE REMARK NO.	LABORATORY TEST RESULTS						ELEVATION (ft)
	NUMBER	TYPE	RECOVERY (in/ft)	BLOWS (per 6 in)				MOISTURE CONTENT (%)	DRY DENSITY (pcf)	HAND PENETROMETER (ksf)	UNCONFINED COMPRESSIVE STRENGTH (ksf)	LIQUID LIMIT	PLASTICITY INDEX	
3	1	SS		3	FILL: Brown, fat clay, with sand		1	15	9.0		45	27	441	
				3										
6	2	ST	18/24	4	FAT CLAY (CH): Brown, with sand		21	103	7.0				438	
9	3	SS		1	SAND (SP-SC): Brown, fine, some clay		18		7.0				435	
				2										
12	4	SS		4	FAT CLAY (CH): Brown, with sand		17		9.0				432	
				8										
15	5	SS		13	With gravel		20		-				429	
				13										
18	6	SS		10	Boring terminated at 15.0 feet.		16		8.0				426	
				12										
				15									423	

WATER LEVEL: _____ NONE OBSERVED WHILE DRILLING <u>11.0</u> ft WHILE DRILLING _____ ft _____ HRS AFTER DRILLING _____ ft _____ DAYS AFTER DRILLING	REMARKS: 1) Bulk sample obtained from auger cuttings from approximately 1 to 5 feet. Liquid limit and plasticity index are for the bulk sample. 2) Sample and sample below are difficult to assess if fill or natural soils.
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BORING LOG

PROJECT MidAmerica Airport Mike Apron Expansion **BORING NUMBER** B-3
LOCATION St. Clair County, Illinois **SHEET** 1 **of** 1
DRILLER Terra Drill, Inc. **HAMMER** Automatic **PROJECT NO.** 10-1020
EQUIPMENT CME 550 w/HSA **ELEVATION** 441.3 **DATE DRILLED** 08/23/10

DEPTH (ft)	SAMPLE				DESCRIPTION (UNIFIED SOIL CLASSIFICATION)	GRAPHIC	SEE REMARK NO.	LABORATORY TEST RESULTS					ELEVATION (ft)
	NUMBER	TYPE	RECOVERY (in/ft)	BLOWS (per 6 in)				MOISTURE CONTENT (%)	DRY DENSITY (pcf)	HAND PENETROMETER (ksf)	UNCONFINED COMPRESSIVE STRENGTH (ksf)	LIQUID LIMIT	
3	1	SS		3	FILL: Brown, lean clay			15	9.0				441
				4	FILL: Brown, fat clay								
6	2	SS		1	FAT CLAY (CH): Brown, with sand			23	2.5				438
				2									
9	3	SS		6	SANDY LEAN CLAY (CL): Brown			12	9.0				435
				9									
12	4	SS		6	FAT CLAY (CH): Brown, with sand			13	9.0				432
				12									
15	5	SS		6				16	7.5				429
				8									
18	6	SS		9				16	9.0				426
				14									
					Boring terminated at 15.0 feet.								426
													423

WATER LEVEL: <input type="checkbox"/> NONE OBSERVED WHILE DRILLING <input type="checkbox"/> ft WHILE DRILLING <input type="checkbox"/> ft _____ HRS AFTER DRILLING <input type="checkbox"/> ft _____ DAYS AFTER DRILLING	REMARKS:
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BORING LOG

PROJECT MidAmerica Airport Mike Apron Expansion **BORING NUMBER** B-4
LOCATION St. Clair County, Illinois **SHEET** 1 **of** 1
DRILLER Terra Drill, Inc. **HAMMER** Automatic **PROJECT NO.** 10-1020
EQUIPMENT CME 550 w/HSA **ELEVATION** 440.9 **DATE DRILLED** 08/23/10

DEPTH (ft)	SAMPLE				DESCRIPTION (UNIFIED SOIL CLASSIFICATION)	GRAPHIC	SEE REMARK NO.	LABORATORY TEST RESULTS						ELEVATION (ft)
	NUMBER	TYPE	RECOVERY (in/ft)	BLOWS (per 6 in)				MOISTURE CONTENT (%)	DRY DENSITY (pcf)	HAND PENETROMETER (ksf)	UNCONFINED COMPRESSIVE STRENGTH (ksf)	LIQUID LIMIT	PLASTICITY INDEX	
1	1	SS		1	SILTY CLAY (CL-ML): Brown			21	5.0				438	
				4										
3	2	SS		2	LEAN CLAY (CL): Brown			24	3.5				435	
				4										
6	3	SS		2	FAT CLAY (CH): Brown			21	5.5				432	
				4										
9	4	SS		2	With sand			22	4.5				429	
				4										
12	5	SS		4	Boring terminated at 15.0 feet.			21	7.0				426	
				5										
15	6	SS		2				19	2.0				423	
				3										
18														

WATER LEVEL: <input type="checkbox"/> NONE OBSERVED WHILE DRILLING <input type="checkbox"/> ft WHILE DRILLING <input type="checkbox"/> ft _____ HRS AFTER DRILLING <input type="checkbox"/> ft _____ DAYS AFTER DRILLING	REMARKS:
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BORING LOG

PROJECT MidAmerica Airport Mike Apron Expansion **BORING NUMBER** B-5
LOCATION St. Clair County, Illinois **SHEET** 1 **of** 1
DRILLER Terra Drill, Inc. **HAMMER** Automatic **PROJECT NO.** 10-1020
EQUIPMENT CME 550 w/HSA **ELEVATION** 442.9 **DATE DRILLED** 08/23/10

DEPTH (ft)	SAMPLE				DESCRIPTION (UNIFIED SOIL CLASSIFICATION)	GRAPHIC	SEE REMARK NO.	LABORATORY TEST RESULTS					ELEVATION (ft)	
	NUMBER	TYPE	RECOVERY (in/ft)	BLOWS (per 6 in)				MOISTURE CONTENT (%)	DRY DENSITY (pcf)	HAND PENETROMETER (ksf)	UNCONFINED COMPRESSIVE STRENGTH (ksf)	LIQUID LIMIT		PLASTICITY INDEX
3	1	SS		3 3 4	FILL: Brown, lean clay			22		6.0				441
	2	SS		3 4 4	LEAN CLAY (CL): Brown			23		4.0				438
6	3	SS		2 2 5				21		4.5				435
	4	SS		2 4 4	FAT CLAY (CH): Brown, with sand			20		4.0				432
12	5	SS		3 3 4				19		4.0				429
	6	SS		2 3 5				21		9.0				426
15					Boring terminated at 15.0 feet.									
18														

WATER LEVEL: <input type="checkbox"/> NONE OBSERVED WHILE DRILLING <input type="checkbox"/> ft WHILE DRILLING <input type="checkbox"/> ft _____ HRS AFTER DRILLING <input type="checkbox"/> ft _____ DAYS AFTER DRILLING	REMARKS:
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BORING LOG

PROJECT MidAmerica Airport Mike Apron Expansion **BORING NUMBER** B-6
LOCATION St. Clair County, Illinois **SHEET** 1 **of** 1
DRILLER Terra Drill, Inc. **HAMMER** Automatic **PROJECT NO.** 10-1020
EQUIPMENT CME 550 w/HSA **ELEVATION** 442.6 **DATE DRILLED** 08/23/10

DEPTH (ft)	SAMPLE				DESCRIPTION (UNIFIED SOIL CLASSIFICATION)	GRAPHIC	SEE REMARK NO.	LABORATORY TEST RESULTS						ELEVATION (ft)	
	NUMBER	TYPE	RECOVERY (in/ft)	BLOWS (per 6 in)				MOISTURE CONTENT (%)	DRY DENSITY (pcf)	HAND PENETROMETER (ksf)	UNCONFINED COMPRESSIVE STRENGTH (ksf)	LIQUID LIMIT	PLASTICITY INDEX		
1	1	SS		3 6 7	SILT (ML): Gray			15		9.0					441
3	2	SS		3 4 6	SILTY CLAY (CL-ML): Brown			17		9.0					438
6	3	ST	19/24		LEAN CLAY (CL): Brown			21	106	6.5					435
9	4	SS		3 4 3				20		6.5					432
12	5	SS		2 2 4	FAT CLAY (CH): Brown, with sand			28		5.0					429
15	6	SS		1 2 2				23		1.5					426
18					Boring terminated at 15.0 feet.										423

WATER LEVEL: <input type="checkbox"/> NONE OBSERVED WHILE DRILLING <input type="checkbox"/> ft WHILE DRILLING <input type="checkbox"/> ft _____ HRS AFTER DRILLING <input type="checkbox"/> ft _____ DAYS AFTER DRILLING	REMARKS:
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BORING LOG

PROJECT MidAmerica Airport Mike Apron Expansion **BORING NUMBER** B-7
LOCATION St. Clair County, Illinois **SHEET** 1 **of** 1
DRILLER Terra Drill, Inc. **HAMMER** Automatic **PROJECT NO.** 10-1020
EQUIPMENT CME 550 w/HSA **ELEVATION** 441.8 **DATE DRILLED** 08/23/10

DEPTH (ft)	SAMPLE				DESCRIPTION (UNIFIED SOIL CLASSIFICATION)	GRAPHIC	SEE REMARK NO.	LABORATORY TEST RESULTS					ELEVATION (ft)
	NUMBER	TYPE	RECOVERY (in/ft)	BLOWS (per 6 in)				MOISTURE CONTENT (%)	DRY DENSITY (pcf)	HAND PENETROMETER (ksf)	UNCONFINED COMPRESSIVE STRENGTH (ksf)	LIQUID LIMIT	
3	1	SS		2	SILTY CLAY (CL-ML): Brown			23	3.5				441
				2									
6	2	SS		2	LEAN CLAY (CL): Brown			22	4.5				438
				3									
9	3	SS		3				22	5.5				435
				3									
12	4	SS		2	FAT CLAY (CH): Brown, with sand		1	22	2.5				432
				3									
15	5	SS		2				21	3.0				429
				-									
18	6	ST	19/24		SANDY LEAN CLAY (CL): Brown			18	111	4.5			426
					Boring terminated at 15.0 feet.								423

WATER LEVEL: _____ X _____ NONE OBSERVED WHILE DRILLING _____ ft _____ WHILE DRILLING _____ ft _____ HRS AFTER DRILLING _____ ft _____ DAYS AFTER DRILLING	REMARKS: 1) Automatic hammer malfunctioning during SPT.
---	---



BORING LOG

PROJECT MidAmerica Airport Mike Apron Expansion **BORING NUMBER** B-8
LOCATION St. Clair County, Illinois **SHEET** 1 **of** 1
DRILLER Terra Drill, Inc. **HAMMER** Automatic **PROJECT NO.** 10-1020
EQUIPMENT CME 550 w/HSA **ELEVATION** 442.3 **DATE DRILLED** 08/24/10

DEPTH (ft)	SAMPLE				DESCRIPTION (UNIFIED SOIL CLASSIFICATION)	GRAPHIC	SEE REMARK NO.	LABORATORY TEST RESULTS						ELEVATION (ft)	
	NUMBER	TYPE	RECOVERY (in/ft)	BLOWS (per 6 in)				MOISTURE CONTENT (%)	DRY DENSITY (pcf)	HAND PENETROMETER (ksf)	UNCONFINED COMPRESSIVE STRENGTH (ksf)	LIQUID LIMIT	PLASTICITY INDEX		
1	1	SS		3	SILT (ML): Gray			20		6.5					441
3				2											
3				3											
3					LEAN CLAY (CL): Brown		1								
3	2	SS		2				23		3.0		38	18		438
6				2											
6				4											
6	3	SS		1				22		3.5					435
9				2											
9				2											
9	4	SS		2				21		5.5					432
12				2	FAT CLAY (CH): Brown, with sand										
12				3											
12	5	SS		3				23		6.5					429
15				4	Becomes brown and gray										
15				4											
15	6	SS		3				25		5.0					426
15				4	Boring terminated at 15.0 feet.										423
18															

WATER LEVEL: _____ X _____ NONE OBSERVED WHILE DRILLING _____ ft _____ WHILE DRILLING _____ ft _____ HRS AFTER DRILLING _____ ft _____ DAYS AFTER DRILLING	REMARKS: 1) Bulk sample obtained from auger cuttings from approximately 3.5 to 7.5 feet. Liquid limit and plasticity index are for the bulk sample.
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BORING LOG

PROJECT MidAmerica Airport Mike Apron Expansion **BORING NUMBER** B-9
LOCATION St. Clair County, Illinois **SHEET** 1 **of** 1
DRILLER Terra Drill, Inc. **HAMMER** Automatic **PROJECT NO.** 10-1020
EQUIPMENT CME 550 w/HSA **ELEVATION** 442.6 **DATE DRILLED** 08/24/10

DEPTH (ft)	SAMPLE				DESCRIPTION (UNIFIED SOIL CLASSIFICATION)	GRAPHIC	SEE REMARK NO.	LABORATORY TEST RESULTS					ELEVATION (ft)	
	NUMBER	TYPE	RECOVERY (in/ft)	BLOWS (per 6 in)				MOISTURE CONTENT (%)	DRY DENSITY (pcf)	HAND PENETROMETER (ksf)	UNCONFINED COMPRESSIVE STRENGTH (ksf)	LIQUID LIMIT		PLASTICITY INDEX
1	1	SS		1 3	FILL: Brown, lean clay			25		5.0				441
3				3										
3					SILTY CLAY (CL-ML): Gray									
2	2	SS		1 2 4				24		6.0				438
6					LEAN CLAY (CL): Brown									
3	3	SS		1 3 3				24		3.5				435
9														
4	4	SS		1 1 3				24		3.5				432
12					FAT CLAY (CH): Brown and gray, with sand									429
5	5	SS		2 4 5				20		8.5				429
15														426
6	6	SS		2 3 5				24		6.0				423
15					Boring terminated at 15.0 feet.									423

WATER LEVEL: <input type="checkbox"/> NONE OBSERVED WHILE DRILLING <input type="checkbox"/> ft WHILE DRILLING <input type="checkbox"/> ft _____ HRS AFTER DRILLING <input type="checkbox"/> ft _____ DAYS AFTER DRILLING	REMARKS:
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BORING LOG

PROJECT MidAmerica Airport Mike Apron Expansion **BORING NUMBER** B-10
LOCATION St. Clair County, Illinois **SHEET** 1 **of** 1
DRILLER Terra Drill, Inc. **HAMMER** Automatic **PROJECT NO.** 10-1020
EQUIPMENT CME 550 w/HSA **ELEVATION** 442.9 **DATE DRILLED** 08/24/10

DEPTH (ft)	SAMPLE				DESCRIPTION (UNIFIED SOIL CLASSIFICATION)	GRAPHIC	SEE REMARK NO.	LABORATORY TEST RESULTS						ELEVATION (ft)
	NUMBER	TYPE	RECOVERY (in/in)	BLOWS (per 6 in)				MOISTURE CONTENT (%)	DRY DENSITY (pcf)	HAND PENETROMETER (ksf)	UNCONFINED COMPRESSIVE STRENGTH (ksf)	LIQUID LIMIT	PLASTICITY INDEX	
1	1	SS		2 4 5	LEAN CLAY (CL): Gray and brown, (medium plastic)			24		6.0				441
3	2	SS		2 3 4	Becomes low plastic		22		8.0				438	
6	3	SS		3 3 5	Becomes brown		21		3.0				435	
9	4	SS		2 3 4			22		4.0				432	
12	5	SS		1 2 3	FAT CLAY (CH): Brown, with sand		21		4.5				429	
15	6	SS		1 3 4	Becomes brown and gray		25		4.0				426	
18					Boring terminated at 15.0 feet.									

WATER LEVEL: <input type="checkbox"/> X NONE OBSERVED WHILE DRILLING <input type="checkbox"/> _____ ft WHILE DRILLING <input type="checkbox"/> _____ ft _____ HRS AFTER DRILLING <input type="checkbox"/> _____ ft _____ DAYS AFTER DRILLING	REMARKS:
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BORING LOG

PROJECT MidAmerica Airport Mike Apron Expansion **BORING NUMBER** B-11
LOCATION St. Clair County, Illinois **SHEET** 1 **of** 1
DRILLER Terra Drill, Inc. **HAMMER** Automatic **PROJECT NO.** 10-1020
EQUIPMENT CME 550 w/HSA **ELEVATION** 441.9 **DATE DRILLED** 08/24/10

DEPTH (ft)	SAMPLE				DESCRIPTION (UNIFIED SOIL CLASSIFICATION)	GRAPHIC	SEE REMARK NO.	LABORATORY TEST RESULTS						ELEVATION (ft)
	NUMBER	TYPE	RECOVERY (in/ft)	BLOWS (per 6 in)				MOISTURE CONTENT (%)	DRY DENSITY (pcf)	HAND PENETROMETER (ksf)	UNCONFINED COMPRESSIVE STRENGTH (ksf)	LIQUID LIMIT	PLASTICITY INDEX	
3	1	SS		1	LEAN CLAY (CL): Gray, (medium plastic)			23	4.0				441	
				3										
6	2	SS		1	Becomes low plastic			23	9.0				438	
				2										
9	3	SS		2	Becomes brown			24	3.5				435	
				1										
12	4	SS		2	Becomes brown and gray			23	4.0				432	
				2										
15	5	SS		2	Becomes brown, with sand (medium plastic)			21	6.5				429	
				3										
18	6	SS		4	FAT CLAY (CH): Gray, with sand			21	4.0				426	
				2										
					Boring terminated at 15.0 feet.								423	

WATER LEVEL: <input checked="" type="checkbox"/> NONE OBSERVED WHILE DRILLING <input type="checkbox"/> ft WHILE DRILLING <input type="checkbox"/> ft _____ HRS AFTER DRILLING <input type="checkbox"/> ft _____ DAYS AFTER DRILLING	REMARKS:
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BORING LOG

PROJECT MidAmerica Airport Mike Apron Expansion **BORING NUMBER** B-12
LOCATION St. Clair County, Illinois **SHEET** 1 **of** 1
DRILLER Terra Drill, Inc. **HAMMER** Automatic **PROJECT NO.** 10-1020
EQUIPMENT CME 550 w/HSA **ELEVATION** 442.4 **DATE DRILLED** 08/24/10

DEPTH (ft)	SAMPLE				DESCRIPTION (UNIFIED SOIL CLASSIFICATION)	GRAPHIC	SEE REMARK NO.	LABORATORY TEST RESULTS						ELEVATION (ft)
	NUMBER	TYPE	RECOVERY (in/ft)	BLOWS (per 6 in)				MOISTURE CONTENT (%)	DRY DENSITY (pcf)	HAND PENETROMETER (ksf)	UNCONFINED COMPRESSIVE STRENGTH (ksf)	LIQUID LIMIT	PLASTICITY INDEX	
1	1	SS		3	FILL: Brown and gray, fat clay			18	9.0				441	
				5										6
3	2	SS		3	SILTY CLAY (CL-ML): Gray			21	5.5				438	
				3										3
6	3	SS		1	LEAN CLAY (CL): Brown			23	3.0				435	
				2										3
9	4	SS		1	Becomes medium plastic			26	2.5				432	
				2										3
12	5	SS		1	FAT CLAY (CH): Brown and gray, with sand			27	1.0				429	
				1										2
15	6	SS		2	Boring terminated at 15.0 feet.			27	2.5				426	
				2										4
18														423

WATER LEVEL: <input type="checkbox"/> NONE OBSERVED WHILE DRILLING <input type="checkbox"/> ft WHILE DRILLING <input type="checkbox"/> ft _____ HRS AFTER DRILLING <input type="checkbox"/> ft _____ DAYS AFTER DRILLING	REMARKS:
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BORING LOG

PROJECT MidAmerica Airport Mike Apron Expansion **BORING NUMBER** B-13
LOCATION St. Clair County, Illinois **SHEET** 1 **of** 1
DRILLER Terra Drill, Inc. **HAMMER** Automatic **PROJECT NO.** 10-1020
EQUIPMENT CME 550 w/HSA **ELEVATION** 442.5 **DATE DRILLED** 08/24/10

DEPTH (ft)	SAMPLE				DESCRIPTION (UNIFIED SOIL CLASSIFICATION)	GRAPHIC	SEE REMARK NO.	LABORATORY TEST RESULTS					ELEVATION (ft)	
	NUMBER	TYPE	RECOVERY (in/ft)	BLOWS (per 6 in)				MOISTURE CONTENT (%)	DRY DENSITY (pcf)	HAND PENETROMETER (ksf)	UNCONFINED COMPRESSIVE STRENGTH (ksf)	LIQUID LIMIT		PLASTICITY INDEX
1	1	SS		2	FILL: Gray and brown, fat clay		1	27		4.0				441
3				2										
				2										
3					LEAN CLAY (CL): Gray and brown									
2	2	SS		1				28		1.0				438
				1										
				2										
6					Becomes brown									
3	3	SS		1				24		2.5				435
				1										
9					Becomes medium plastic									
4	4	SS		2				22		4.5				432
				2										
				4										
12	5	SS		2	FAT CLAY (CH): Brown, with sand			22		4.5				429
				3										
				5										
15	6	SS		1	Becomes brown and gray			23		3.5				426
				2										
				4										
15					Boring terminated at 15.0 feet.									423
18														

WATER LEVEL: <input checked="" type="checkbox"/> NONE OBSERVED WHILE DRILLING <input type="checkbox"/> ft WHILE DRILLING <input type="checkbox"/> ft _____ HRS AFTER DRILLING <input type="checkbox"/> ft _____ DAYS AFTER DRILLING	REMARKS: 1) Sample is difficult to assess if fill or natural soils.
--	---



BORING LOG

PROJECT MidAmerica Airport Mike Apron Expansion **BORING NUMBER** B-14
LOCATION St. Clair County, Illinois **SHEET** 1 **of** 1
DRILLER Terra Drill, Inc. **HAMMER** Automatic **PROJECT NO.** 10-1020
EQUIPMENT CME 550 w/HSA **ELEVATION** 442.7 **DATE DRILLED** 08/24/10

DEPTH (ft)	SAMPLE				DESCRIPTION (UNIFIED SOIL CLASSIFICATION)	GRAPHIC	SEE REMARK NO.	LABORATORY TEST RESULTS						ELEVATION (ft)
	NUMBER	TYPE	RECOVERY (in/ft)	BLOWS (per 6 in)				MOISTURE CONTENT (%)	DRY DENSITY (pcf)	HAND PENETROMETER (ksf)	UNCONFINED COMPRESSIVE STRENGTH (ksf)	LIQUID LIMIT	PLASTICITY INDEX	
1	1	SS		2	LEAN CLAY (CL): Gray and brown, (medium plastic)									441
				3										
3	2	SS		3	Becomes brown and low plastic									438
				6										
6	3	SS		2										435
				3										
9	4	SS		2										432
				3										
12	5	SS		2	FAT CLAY (CH): Brown, with sand									429
				4	4									
15	6	SS		2	Boring terminated at 15.0 feet.									426
				2										
18														423

WATER LEVEL: <input checked="" type="checkbox"/> NONE OBSERVED WHILE DRILLING <input type="checkbox"/> ft WHILE DRILLING <input type="checkbox"/> ft _____ HRS AFTER DRILLING <input type="checkbox"/> ft _____ DAYS AFTER DRILLING	REMARKS:
--	-------------------------



BORING LOG

PROJECT MidAmerica Airport Mike Apron Expansion **BORING NUMBER** B-15
LOCATION St. Clair County, Illinois **SHEET** 1 **of** 1
DRILLER Terra Drill, Inc. **HAMMER** Automatic **PROJECT NO.** 10-1020
EQUIPMENT CME 550 w/HSA **ELEVATION** 443.3 **DATE DRILLED** 08/24/10

DEPTH (ft)	SAMPLE				DESCRIPTION (UNIFIED SOIL CLASSIFICATION)	GRAPHIC	SEE REMARK NO.	LABORATORY TEST RESULTS						ELEVATION (ft)	
	NUMBER	TYPE	RECOVERY (in/ft)	BLOWS (per 6 in)				MOISTURE CONTENT (%)	DRY DENSITY (pcf)	HAND PENETROMETER (ksf)	UNCONFINED COMPRESSIVE STRENGTH (ksf)	LIQUID LIMIT	PLASTICITY INDEX		
1	1	SS		3 4 5	FILL: Brown, silty clay		1	19		9.0					441
3	2	SS		2 3 4	LEAN CLAY (CL): Brown			18		8.5					438
6	3	SS		2 3 5				22		4.0					435
9	4	SS		2 2 4				22		3.5					432
12	5	ST	18/24		FAT CLAY (CH): Brown, with sand			22	105	2.5					429
15	6	SS		2 3 5	Becomes brown and gray			23		5.5					426
18					Boring terminated at 15.0 feet.										

WATER LEVEL: <input checked="" type="checkbox"/> NONE OBSERVED WHILE DRILLING <input type="checkbox"/> ft WHILE DRILLING <input type="checkbox"/> ft _____ HRS AFTER DRILLING <input type="checkbox"/> ft _____ DAYS AFTER DRILLING	REMARKS: 1) Sample is difficult to assess if fill or natural soils.
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BORING LOG

PROJECT MidAmerica Airport Mike Apron Expansion **BORING NUMBER** B-16
LOCATION St. Clair County, Illinois **SHEET** 1 **of** 1
DRILLER Terra Drill, Inc. **HAMMER** Automatic **PROJECT NO.** 10-1020
EQUIPMENT CME 550 w/HSA **ELEVATION** 443.4 **DATE DRILLED** 08/24/10

DEPTH (ft)	SAMPLE				DESCRIPTION (UNIFIED SOIL CLASSIFICATION)	GRAPHIC	SEE REMARK NO.	LABORATORY TEST RESULTS						ELEVATION (ft)	
	NUMBER	TYPE	RECOVERY (in/ft)	BLOWS (per 6 in)				MOISTURE CONTENT (%)	DRY DENSITY (pcf)	HAND PENETROMETER (ksf)	UNCONFINED COMPRESSIVE STRENGTH (ksf)	LIQUID LIMIT	PLASTICITY INDEX		
1	1	SS		3 5 5	FILL: Brown, silty clay		1	14		9.0					441
3	2	SS		4 4 6	FILL: Brown, lean clay, with sand			17		8.0					438
6	3	SS		2 3 5	LEAN CLAY (CL): Brown, with sand			19		7.0					435
9	4	SS		2 3 4				18		5.0					432
12	5	SS		1 1 3				19		2.5					429
15	6	SS		2 3 4	FAT CLAY (CH): Brown and gray, with sand			24		4.0					426
18					Boring terminated at 15.0 feet.										

WATER LEVEL: <input checked="" type="checkbox"/> NONE OBSERVED WHILE DRILLING <input type="checkbox"/> ft WHILE DRILLING <input type="checkbox"/> ft _____ HRS AFTER DRILLING <input type="checkbox"/> ft _____ DAYS AFTER DRILLING	REMARKS: 1) Sample and sample below are difficult to assess if fill or natural soils.
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BORING LOG

PROJECT MidAmerica Airport Mike Apron Expansion **BORING NUMBER** B-17
LOCATION St. Clair County, Illinois **SHEET** 1 **of** 1
DRILLER Terra Drill, Inc. **HAMMER** Automatic **PROJECT NO.** 10-1020
EQUIPMENT CME 550 w/HSA **ELEVATION** 443.2 **DATE DRILLED** 08/24/10

DEPTH (ft)	SAMPLE				DESCRIPTION (UNIFIED SOIL CLASSIFICATION)	GRAPHIC	SEE REMARK NO.	LABORATORY TEST RESULTS						ELEVATION (ft)
	NUMBER	TYPE	RECOVERY (in/ft)	BLOWS (per 6 in)				MOISTURE CONTENT (%)	DRY DENSITY (pcf)	HAND PENETROMETER (ksf)	UNCONFINED COMPRESSIVE STRENGTH (ksf)	LIQUID LIMIT	PLASTICITY INDEX	
1	1	SS		2	FILL: Gray, lean clay		1	22	9.0				441	
				4										5
3	2	SS		1	FILL: Brown, silty clay		2	19	8.0		38	16	438	
				4										5
6	3	SS		2	LEAN CLAY (CL): Brown		25	4.5					435	
				3										5
9	4	SS		3			21	5.5					432	
				3										4
12	5	SS		2	FAT CLAY (CH): Reddish brown and gray, with sand		21	8.0					429	
				4										5
15	6	SS		1	Becomes gray and brown		23	4.5					426	
				3										3
18					Boring terminated at 15.0 feet.									

WATER LEVEL: _____ X _____ NONE OBSERVED WHILE DRILLING _____ ft WHILE DRILLING _____ ft _____ HRS AFTER DRILLING _____ ft _____ DAYS AFTER DRILLING	REMARKS: 1) Sample and sample below are difficult to assess if fill or natural soils. 2) Bulk sample obtained from auger cuttings from approximately 3.5 to 7.5 feet. Liquid limit and plasticity index are for the bulk sample.
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BORING LOG

PROJECT MidAmerica Airport Mike Apron Expansion **BORING NUMBER** B-18
LOCATION St. Clair County, Illinois **SHEET** 1 **of** 1
DRILLER Terra Drill, Inc. **HAMMER** Automatic **PROJECT NO.** 10-1020
EQUIPMENT CME 550 w/HSA **ELEVATION** 442.2 **DATE DRILLED** 08/24/10

DEPTH (ft)	SAMPLE				DESCRIPTION (UNIFIED SOIL CLASSIFICATION)	GRAPHIC	SEE REMARK NO.	LABORATORY TEST RESULTS						ELEVATION (ft)	
	NUMBER	TYPE	RECOVERY (in/ft)	BLOWS (per 6 in)				MOISTURE CONTENT (%)	DRY DENSITY (pcf)	HAND PENETROMETER (ksf)	UNCONFINED COMPRESSIVE STRENGTH (ksf)	LIQUID LIMIT	PLASTICITY INDEX		
3	1	ST	13/24		FILL: Gray and brown, lean clay		1	20	107	9.0					441
6	2	SS		2 3 4	Becomes brown			24		5.5					438
6	LEAN CLAY (CL): Brown														
9	3	SS		2 3 5				23		3.0					435
9	4	SS		2 4 5				21		5.5					432
12	FAT CLAY (CH): Brown														
12	5	SS		2 2 4				22		3.0					429
15	6	SS		1 2 3	Becomes brown and gray, with sand			27		4.0					429
15	Boring terminated at 15.0 feet.														426
18															423

WATER LEVEL: <input checked="" type="checkbox"/> NONE OBSERVED WHILE DRILLING <input type="checkbox"/> ft WHILE DRILLING <input type="checkbox"/> ft _____ HRS AFTER DRILLING <input type="checkbox"/> ft _____ DAYS AFTER DRILLING	REMARKS: 1) Sample and sample below are difficult to assess if fill or natural soils.
--	---



BORING LOG

PROJECT MidAmerica Airport Mike Apron Expansion **BORING NUMBER** B-19
LOCATION St. Clair County, Illinois **SHEET** 1 **of** 1
DRILLER Terra Drill, Inc. **HAMMER** Automatic **PROJECT NO.** 10-1020
EQUIPMENT CME 550 w/HSA **ELEVATION** 442.4 **DATE DRILLED** 08/24/10

DEPTH (ft)	SAMPLE				DESCRIPTION (UNIFIED SOIL CLASSIFICATION)	GRAPHIC	SEE REMARK NO.	LABORATORY TEST RESULTS						ELEVATION (ft)
	NUMBER	TYPE	RECOVERY (in/ft)	BLOWS (per 6 in)				MOISTURE CONTENT (%)	DRY DENSITY (pcf)	HAND PENETROMETER (ksf)	UNCONFINED COMPRESSIVE STRENGTH (ksf)	LIQUID LIMIT	PLASTICITY INDEX	
1	1	SS		2	FAT CLAY (CH): Gray and brown		1							441
				3										
3	2	SS		1	LEAN CLAY (CL): Gray									438
				2										
6	3	ST	17/24		Becomes brown									435
				2										
9	4	SS		1										432
				2										
12	5	SS		1	Becomes medium plastic									429
				2										
15	6	SS		2	FAT CLAY (CH): Reddish brown and gray									426
				3										
18					Boring terminated at 15.0 feet.									423

WATER LEVEL: _____ X NONE OBSERVED WHILE DRILLING _____ ft WHILE DRILLING _____ ft _____ HRS AFTER DRILLING _____ ft _____ DAYS AFTER DRILLING	REMARKS: 1) Bulk sample obtained from auger cuttings from approximately 1 to 5 feet. Liquid limit and plasticity index are for the bulk sample.
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BORING LOG

PROJECT MidAmerica Airport Mike Apron Expansion **BORING NUMBER** B-20
LOCATION St. Clair County, Illinois **SHEET** 1 **of** 1
DRILLER Terra Drill, Inc. **HAMMER** Automatic **PROJECT NO.** 10-1020
EQUIPMENT CME 550 w/HSA **ELEVATION** 442.1 **DATE DRILLED** 08/25/10

DEPTH (ft)	SAMPLE				DESCRIPTION (UNIFIED SOIL CLASSIFICATION)	GRAPHIC	SEE REMARK NO.	LABORATORY TEST RESULTS						ELEVATION (ft)
	NUMBER	TYPE	RECOVERY (in/ft)	BLOWS (per 6 in)				MOISTURE CONTENT (%)	DRY DENSITY (pcf)	HAND PENETROMETER (ksf)	UNCONFINED COMPRESSIVE STRENGTH (ksf)	LIQUID LIMIT	PLASTICITY INDEX	
3	1	SS		3	LEAN CLAY (CH): Gray and brown (medium plastic)			24	6.5		47	26	441	
				2										
				3										
6	2	SS		3	LEAN CLAY (CL): Gray			26	1.5				438	
				2										
				3										
9	3	SS		2	Becomes brown			24	5.0				435	
				2										
				2										
12	4	SS		1	FAT CLAY (CH): Gray and brown, with sand			24	5.0				432	
				2										
				2										
15	5	SS		1	FAT CLAY (CH): Gray and brown, with sand			23	3.5				429	
				2										
				2										
18	6	SS		1	Becomes gray			26	1.5				426	
				2										
				2										
					Boring terminated at 15.0 feet.								423	

WATER LEVEL: <input type="checkbox"/> X NONE OBSERVED WHILE DRILLING <input type="checkbox"/> _____ ft WHILE DRILLING <input type="checkbox"/> _____ ft _____ HRS AFTER DRILLING <input type="checkbox"/> _____ ft _____ DAYS AFTER DRILLING	REMARKS:
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BORING LOG

PROJECT MidAmerica Airport Mike Apron Expansion **BORING NUMBER** B-21
LOCATION St. Clair County, Illinois **SHEET** 1 **of** 1
DRILLER Terra Drill, Inc. **HAMMER** Automatic **PROJECT NO.** 10-1020
EQUIPMENT CME 550 w/HSA **ELEVATION** 441.9 **DATE DRILLED** 08/25/10

DEPTH (ft)	SAMPLE				DESCRIPTION (UNIFIED SOIL CLASSIFICATION)	GRAPHIC	SEE REMARK NO.	LABORATORY TEST RESULTS						ELEVATION (ft)
	NUMBER	TYPE	RECOVERY (in/ft)	BLOWS (per 6 in)				MOISTURE CONTENT (%)	DRY DENSITY (pcf)	HAND PENETROMETER (ksf)	UNCONFINED COMPRESSIVE STRENGTH (ksf)	LIQUID LIMIT	PLASTICITY INDEX	
3	1	SS		1	FAT CLAY (CH): Gray and brown			26	4.0				441	
				2										
				3										
6	2	SS		1	LEAN CLAY (CL): Gray			26	3.0			438		
				1										
				3										
9	3	SS		1	Becomes brown			24	3.0			435		
				3										
				3										
12	4	SS		1	FAT CLAY (CH): Gray and brown			24	3.0			432		
				2										
				2										
15	5	SS		2	Becomes gray, with sand			22	4.0			429		
				3										
				4										
18	6	SS		2	Boring terminated at 15.0 feet.			22	3.0			426		
				3										
				4										

WATER LEVEL: <input type="checkbox"/> NONE OBSERVED WHILE DRILLING <input type="checkbox"/> ft WHILE DRILLING <input type="checkbox"/> ft _____ HRS AFTER DRILLING <input type="checkbox"/> ft _____ DAYS AFTER DRILLING	REMARKS:
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BORING LOG

PROJECT MidAmerica Airport Mike Apron Expansion **BORING NUMBER** B-22
LOCATION St. Clair County, Illinois **SHEET** 1 **of** 1
DRILLER Terra Drill, Inc. **HAMMER** Automatic **PROJECT NO.** 10-1020
EQUIPMENT CME 550 w/HSA **ELEVATION** 442.7 **DATE DRILLED** 08/25/10

DEPTH (ft)	SAMPLE				DESCRIPTION (UNIFIED SOIL CLASSIFICATION)	GRAPHIC	SEE REMARK NO.	LABORATORY TEST RESULTS						ELEVATION (ft)
	NUMBER	TYPE	RECOVERY (in/ft)	BLOWS (per 6 in)				MOISTURE CONTENT (%)	DRY DENSITY (pcf)	HAND PENETROMETER (ksf)	UNCONFINED COMPRESSIVE STRENGTH (ksf)	LIQUID LIMIT	PLASTICITY INDEX	
1	1	SS		3	FAT CLAY (CH): Gray and brown			21	9.0				441	
				6										7
3	2	SS		3	LEAN CLAY (CL): Gray			15	9.0				438	
				5										4
6	3	SS		4	Becomes brown, with sand			22	6.5				435	
				5										6
9	4	SS		3				23	4.5				432	
				3										
12	5	SS		2				22	3.0				429	
				2										4
15	6	SS		2	FAT CLAY (CH): Brown, with sand			20	3.5				426	
				2										4
18					Boring terminated at 15.0 feet.								423	

WATER LEVEL: <input checked="" type="checkbox"/> NONE OBSERVED WHILE DRILLING <input type="checkbox"/> ft WHILE DRILLING <input type="checkbox"/> ft _____ HRS AFTER DRILLING <input type="checkbox"/> ft _____ DAYS AFTER DRILLING	REMARKS:
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BORING LOG

PROJECT MidAmerica Airport Mike Apron Expansion **BORING NUMBER** B-23
LOCATION St. Clair County, Illinois **SHEET** 1 **of** 1
DRILLER Terra Drill, Inc. **HAMMER** Automatic **PROJECT NO.** 10-1020
EQUIPMENT CME 550 w/HSA **ELEVATION** 443.3 **DATE DRILLED** 08/25/10

DEPTH (ft)	SAMPLE				DESCRIPTION (UNIFIED SOIL CLASSIFICATION)	GRAPHIC	SEE REMARK NO.	LABORATORY TEST RESULTS						ELEVATION (ft)
	NUMBER	TYPE	RECOVERY (in/ft)	BLOWS (per 6 in)				MOISTURE CONTENT (%)	DRY DENSITY (pcf)	HAND PENETROMETER (ksf)	UNCONFINED COMPRESSIVE STRENGTH (ksf)	LIQUID LIMIT	PLASTICITY INDEX	
3	1	SS		3	LEAN CLAY (CL): Gray, (medium plastic)			21	9.0				441	
				4										5
6	2	SS		2	Becomes brown and low plastic			23	6.5				438	
				4										6
9	3	SS		2				25	4.5				435	
				2										3
12	4	SS		2	With sand and becomes medium plastic			24	2.5				432	
				3										3
15	5	SS		2				20	4.0				429	
				2										4
18	6	SS		2	FAT CLAY (CH): Brown, with sand			25	5.5				426	
				3										5
					Boring terminated at 15.0 feet.									

WATER LEVEL: <input type="checkbox"/> NONE OBSERVED WHILE DRILLING <input type="checkbox"/> ft WHILE DRILLING <input type="checkbox"/> ft _____ HRS AFTER DRILLING <input type="checkbox"/> ft _____ DAYS AFTER DRILLING	REMARKS:
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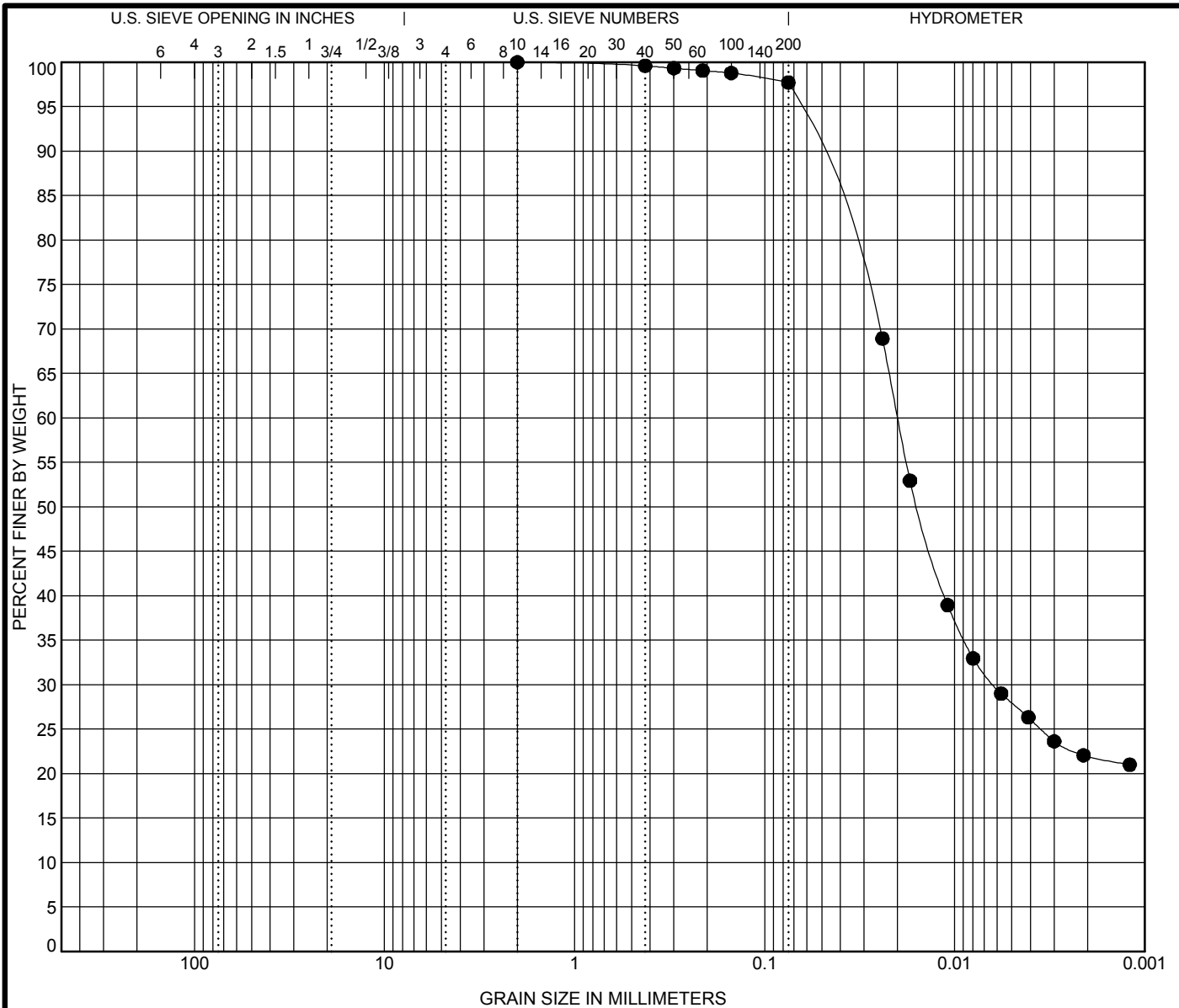


BORING LOG

PROJECT MidAmerica Airport Mike Apron Expansion **BORING NUMBER** B-24
LOCATION St. Clair County, Illinois **SHEET** 1 **of** 1
DRILLER Terra Drill, Inc. **HAMMER** Automatic **PROJECT NO.** 10-1020
EQUIPMENT CME 550 w/HSA **ELEVATION** 442.9 **DATE DRILLED** 08/25/10

DEPTH (ft)	SAMPLE				DESCRIPTION (UNIFIED SOIL CLASSIFICATION)	GRAPHIC	SEE REMARK NO.	LABORATORY TEST RESULTS						ELEVATION (ft)
	NUMBER	TYPE	RECOVERY (in/ft)	BLOWS (per 6 in)				MOISTURE CONTENT (%)	DRY DENSITY (pcf)	HAND PENETROMETER (ksf)	UNCONFINED COMPRESSIVE STRENGTH (ksf)	LIQUID LIMIT	PLASTICITY INDEX	
1	1	SS		3	LEAN CLAY (CL): Gray and brown			23	9.0				441	
3				3										
3	2	SS		3	Becomes brown			23	3.5				438	
6				2										
6	3	SS		1	Becomes medium plastic			25	3.0				435	
9				2										
9	4	SS		2	Becomes medium plastic			23	3.5				432	
12				3										
12	5	SS		2	FAT CLAY (CH): Brown, with sand			22	4.0				429	
15				2										
15	6	SS		4	Boring terminated at 15.0 feet.			25	3.0				426	
18				4										

WATER LEVEL: <input type="checkbox"/> NONE OBSERVED WHILE DRILLING <input type="checkbox"/> ft WHILE DRILLING <input type="checkbox"/> ft _____ HRS AFTER DRILLING <input type="checkbox"/> ft _____ DAYS AFTER DRILLING	REMARKS:
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COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Specimen Identification	Classification	LL	PL	PI	Cc	Cu
● B-17 3.5	LEAN CLAY (CL): Brown	38	22	16		

Specimen Identification	D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay
● B-17 3.5	2	0.02	0.006		0.0	2.3	69.8	27.9



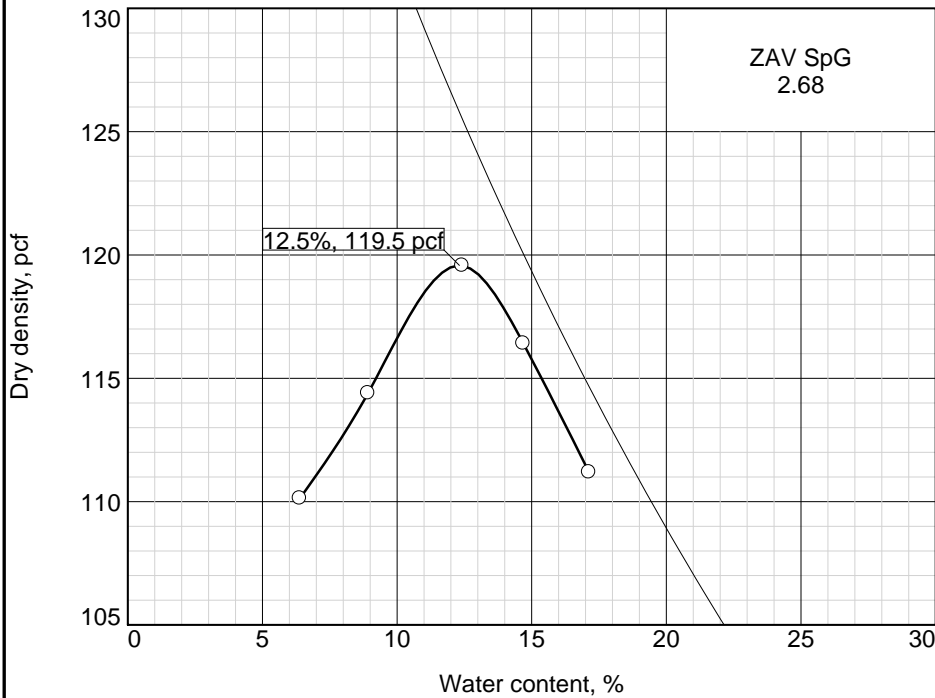
SCI Engineering, Inc.
 650 Pierce Blvd.
 O'Fallon, Illinois 62269
 Telephone: 618-624-6969
 Fax: 618-624-7099

GRAIN SIZE DISTRIBUTION

Project Name: 10-1020 MidAmerica Airport Mike Apron Expansion
 Location: St. Clair County, Illinois
 SCI Project No.: 2010-3259.10

COMPACTION TEST REPORT

Curve No.
1



Test Specification:
ASTM D 1557-07 Method A (mold B-4CM-1)
(2010)

Preparation Method WET
Hammer Wt. 10 lb.
Hammer Drop 18 in.
Number of Layers five
Blows per Layer 25
Mold Size 0.03305 cu. ft.

Test Performed on Material
Passing #4 **Sieve**
NM 18.9 **LL** 45 **PI** 27
Sp.G. (ASTM D 854) _____
%>#4 _____ **%<No.200** _____
USCS CL **AASHTO** _____

Date Sampled 08-25-2010
Date Tested 08-30-2010
Tested By J. Booth

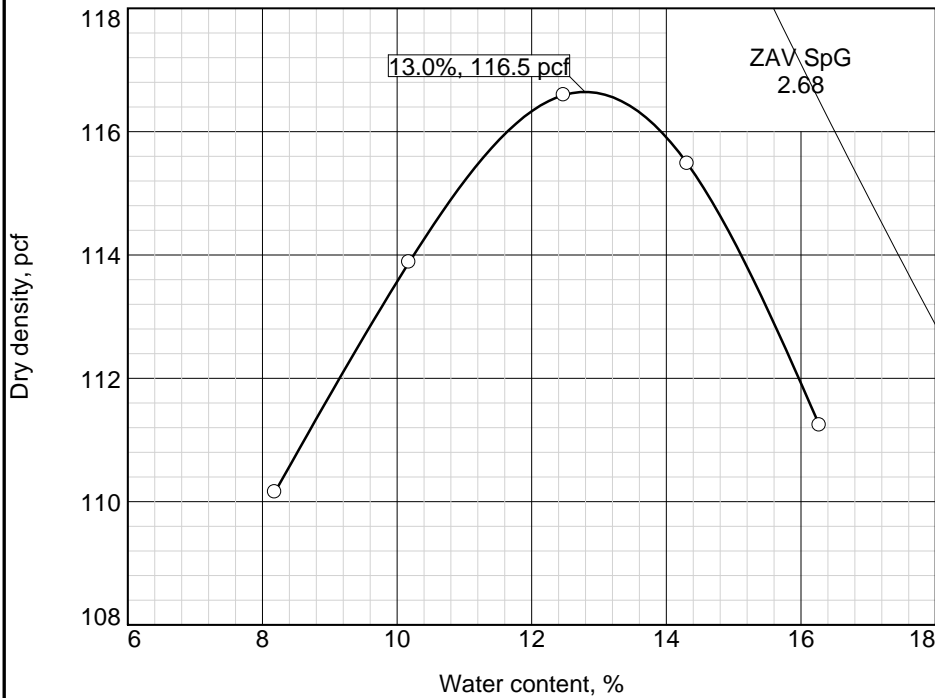
TESTING DATA

	1	2	3	4	5	6
WM + WS	3990.5	4004.0	3857.0	3941.5	3745.5	
WM	1989.0	1989.0	1989.0	1989.0	1989.0	
WW + T #1	374.5	381.5	374.0	389.0	358.5	
WD + T #1	333.0	345.0	347.5	339.5	340.0	
TARE #1	50.5	51.0	50.5	50.5	50.5	
WW + T #2						
WD + T #2						
TARE #2						
MOISTURE	14.7	12.4	8.9	17.1	6.4	
DRY DENSITY	116.4	119.6	114.4	111.2	110.1	

TEST RESULTS	Material Description
Maximum dry density = 119.5 pcf Optimum moisture = 12.5 %	SANDY LEAN CLAY (CL): Brown (medium plastic)
Project No. 20103259.10 Client: Kaskaskia Engineering Group, LLC Project: 10-1020 MidAmerica Airport Mike Apron Expansion St. Clair County, Illinois Location: B-2 Depth: 1'-5' Sample Number: 1	Remarks:
SCI Engineering, Inc. O'Fallon, IL	Checked by: B. Ratajczyk Title: Project Scientist

COMPACTION TEST REPORT

Curve No.
2



Test Specification:
ASTM D 1557-07 Method A (mold B-4CM-1)
(2010)

Preparation Method WET
Hammer Wt. 10 lb.
Hammer Drop 18 in.
Number of Layers five
Blows per Layer 25
Mold Size 0.03305 cu. ft.

Test Performed on Material
Passing #4 **Sieve**
NM 20.6 **LL** 38 **PI** 16

Sp.G. (ASTM D 854) _____
%>#4 _____ **%<No.200** _____

USCS CL **AASHTO** _____

Date Sampled 08-25-2010

Date Tested 08-30-2010

Tested By J. Booth

TESTING DATA

	1	2	3	4	5	6
WM + WS	3870.0	3955.0	3968.0	3928.0	3775.5	
WM	1989.0	1989.0	1989.0	1989.0	1989.0	
WW + T #1	326.5	375.5	354.5	372.0	355.0	
WD + T #1	301.0	339.5	316.5	327.0	332.0	
TARE #1	50.5	51.0	51.0	50.5	51.0	
WW + T #2						
WD + T #2						
TARE #2						
MOISTURE	10.2	12.5	14.3	16.3	8.2	
DRY DENSITY	113.9	116.6	115.5	111.2	110.2	

TEST RESULTS	Material Description
Maximum dry density = 116.5 pcf Optimum moisture = 13.0 %	LEAN CLAY (CL): Brown
Project No. 20103259.10 Client: Kaskaskia Engineering Group, LLC Project: 10-1020 MidAmerica Airport Mike Apron Expansion St. Clair County, Illinois Location: B-17 Depth: 3.5'-7.5' Sample Number: 2 SCI Engineering, Inc. O'Fallon, IL	Remarks: Checked by: B. Ratajczyk Title: Project Scientist

CALIFORNIA BEARING RATIO



Project Name 10-1020 MidAmerica Airport Mike Apron Expansion

Project Number 2010-3259.10

Sample Number 1

Sample Location B-2 (1 to 5 feet)

Soil Description LEAN CLAY (CL): Brown, with sand (medium plastic)

Calc. by B. Ratajczyk - 9/7/2010

Compaction test specification ASTM D1556-07 A

Percent Compaction 95.1

Optimum Moisture Content 12.5 %

Soaked? yes

Maximum Density 119.5 PCF

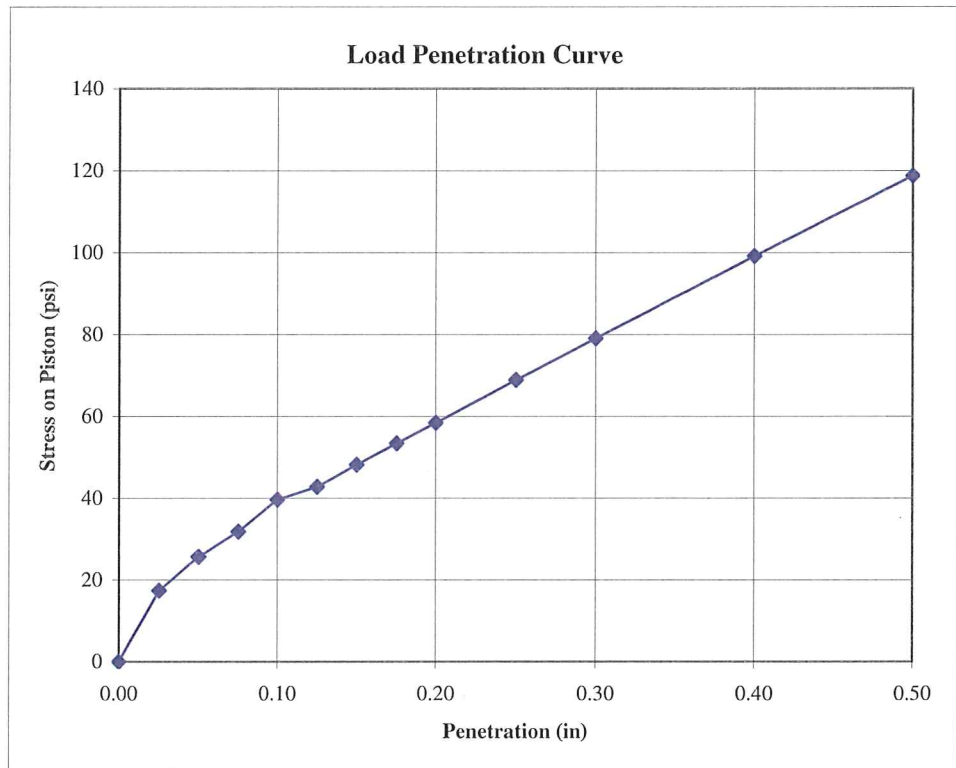
Initial Test Data:

Pre-Test Data:

Mold No.	B-CBR-1	
Height	4.581	in
Diameter	6.004	in
Mold weight	7131	g
Volume	129.70	in ³
Mold+soil	11492.5	g
Moisture before compaction	12.7	%
Wet Density	128.12	pcf
Dry Density	113.69	pcf
Moisture after compaction	12.8	%

Change in height (before test)	0.0153	in
% Swell (before test)	0.33	%
Mass of wet soil+mold (after soak)	11716	g
Mass of wet soil (before test)	4585	g
Wet density (before test)	134.24	pcf
Mass of Water absorbed	223.5	g
Change in Moisture	5.8	%
Load Cell	LC-1	
Surcharge	4551.2	g

Penetration (in)	Load Dial Reading (div)
0.000	0.0
0.025	52.0
0.050	76.8
0.075	95.3
0.100	118.6
0.125	127.8
0.150	144.0
0.175	159.6
0.200	174.6
0.250	205.9
0.300	236.1
0.400	296.1
0.500	354.6



	Average	
Wet & tare	132.07	170.99 g
Dry & tare	113.35	150.32 g
Tare wt.	31.14	30.99 g
M.C.%	22.8	17.3 %

CBR Value	
0.100 in penetration	4.0
0.200 in penetration	3.9
FINAL CBR VALUE	4

CALIFORNIA BEARING RATIO



Project Name 10-1020 MidAmerica Airport Mike Apron Expansion

Project Number 2010-3259.10

Sample Number 2

Sample Location B-17 (3.5 - 7.5 feet)

Soil Description LEAN CLAY (CL): Brown

Calc. by B. Ratajczyk - 9/7/2010

Compaction test specification	ASTM D1556-07 A	
Optimum Moisture Content	13	%
Maximum Density	116.5	PCF

Percent Compaction	95.2
Soaked?	yes

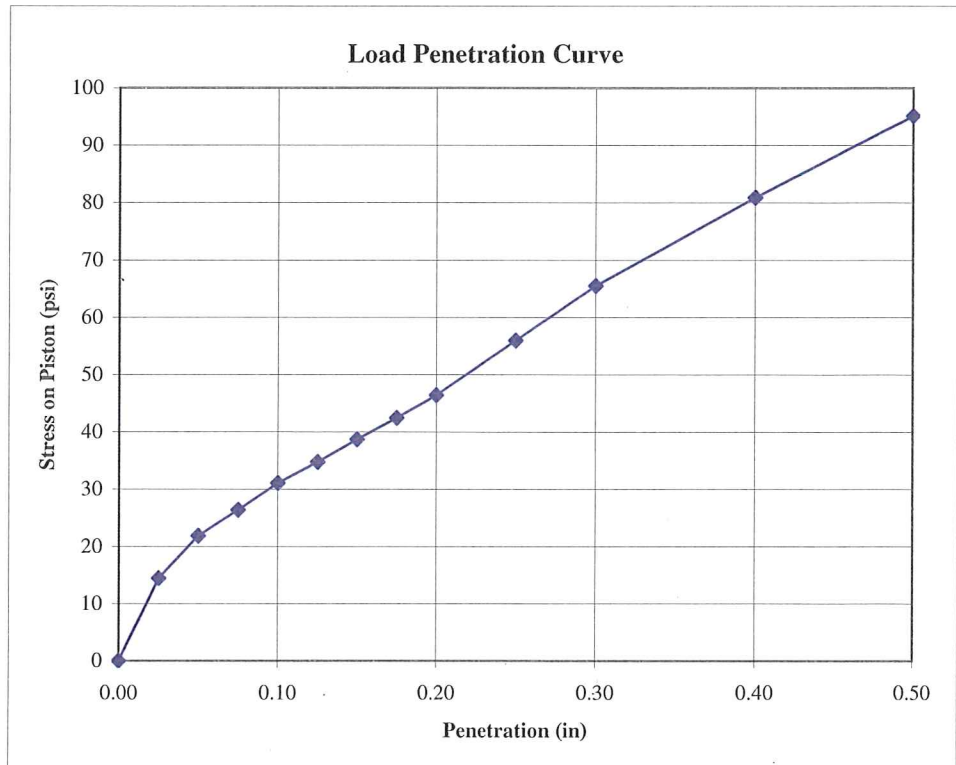
Initial Test Data:

Mold No.	B-CBR-2	
Height	4.581	in
Diameter	6.003	in
Mold weight	7130.5	g
Volume	129.65	in ³
Mold+soil	11404.5	g
Moisture before compaction	13.2	%
Wet Density	125.60	pcf
Dry Density	110.95	pcf
Moisture after compaction	13.1	%

Pre-Test Data:

Change in height (before test)	0.014	in
% Swell (before test)	0.31	%
Mass of wet soil+mold (after soak)	11626	g
Mass of wet soil (before test)	4495.5	g
Wet density (before test)	131.70	pcf
Mass of Water absorbed	221.5	g
Change in Moisture	5.9	%
Load Cell	LC-1	
Surcharge	4519.6	g

Penetration (in)	Load Dial Reading (div)
0.000	0.0
0.025	43.2
0.050	65.4
0.075	78.9
0.100	92.9
0.125	103.9
0.150	115.6
0.175	126.9
0.200	138.6
0.250	167.1
0.300	195.7
0.400	241.7
0.500	284.2



	Average		
Wet & tare	138.57	149.86	g
Dry & tare	117.15	132.98	g
Tare wt.	31.1	31.38	g
M.C.%	24.9	16.6	%

CBR Value	
0.100 in penetration	3.1
0.200 in penetration	3.1
FINAL CBR VALUE	3

BUY AMERICAN REQUIREMENTS

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U. S. Department
of Transportation
**Federal Aviation
Administration**

Great Lakes Region
Illinois, Indiana, Michigan
Minnesota, North Dakota,
Ohio, South Dakota,
Wisconsin

2300 East Devon Avenue
Des Plaines, Illinois 60018

REGIONAL GUIDANCE LETTER—AIRPORTS DIVISION

NUMBER: 5100.30

DATE: May 9, 2008

SUBJECT: Airport Improvement Program (AIP) Buy American Requirement in Construction and Equipment Grants

REFERENCES: Title 49 United States Code (USC) (“the Act”), Section 50101
FAA Order 5100.38, “Airport Improvement Program Handbook”
http://www.faa.gov/airports_airtraffic/airports/aip/aip_handbook/

BACKGROUND:

Section 50101 of the Act prohibits the FAA from obligating funds for a grant under the Airport Improvement Program (AIP) unless steel and manufactured goods used in the project are produced in the United States.

This provision was added to the FAA’s authorizing legislation in 1990. The North American Free Trade Agreement (NAFTA) specifically excluded federal grant programs such as AIP. Therefore, NAFTA does not change a Sponsor’s requirement to comply with the Buy American requirement in the Act.

The FAA may waive the requirement if a sponsor submits a written request demonstrating that one of the following criteria applies:

- Applying the provision is not in the public interest. This is reserved for significant public interest determinations;
- The steel or manufactured good is not available in sufficient quantity or satisfactory quality in the United States;
- For AIP grant-funded projects other than ground transportation demonstration projects,
 - 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
 - final assembly of the facility or equipment has occurred in the United States; or
- Applying this provision would increase the cost of the overall project by more than 25 percent.

As of the date of this Regional Guidance Letter (RGL), a national Program Guidance Letter (PGL) is under development and pending publication. In order to ensure

compliance for grants issued prior to the PGL's final publication, this RGL is intended to provide interim guidance for all AIP-funded construction and equipment grants.

INTERIM REGIONAL POLICY AND PROCEDURES:

All sponsors are reminded that the "Terms and Conditions of Accepting Airport Improvement Program Grants" (dated June 2005) includes a certification in Section II (General Conditions), Subsection J stating that:

Unless otherwise approved by the FAA, it will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The sponsor will include in every contract a provision implementing this condition.

As with all required terms and conditions, sponsors are responsible for ensuring that their certifications are complete and accurate. Sponsors are therefore also responsible for determining if they may require a waiver for a particular project. Until the PGL is finalized and published, it shall be the policy of the Great Lakes Region that any sponsor asking the FAA to waive this requirement must do so in writing (see Exhibit A).

Neither the Region nor ADOs are authorized to approve waivers under the first or second criteria above. If the ADO recommends a waiver pursuant to the first or second criteria, they shall forward the request with their recommendation to AGL-610, who will in turn review and relay such requests to APP-500 for adjudication. Sponsors are urged to submit such requests as early as possible, generally providing at least 30 calendar days prior to anticipated grant award.

ADOs and block-grant states are hereby authorized to approve written waiver requests under the third or fourth criteria above. Consistent with other sponsor certifications, the FAA may base its approval entirely on the information provided by the sponsor, without any obligation to conduct independent review, research or verification of the information presented.

The original written request, all supporting documentation and the final waiver must be retained in the grant documentation file or binder.

FAA CERTIFIED EQUIPMENT:

All ADOs, sponsors, consultants and contractors are advised and reminded that FAA certification of equipment for a particular purpose does not necessarily mean that the equipment satisfies the Buy American requirement. The FAA certifies equipment for technical and functional specifications, without regard to how the equipment is funded. When equipment is funded with AIP grants, a number of additional legal and administrative requirements apply, including the Buy American provision.



Jeri Alles
Airports Division Manager
Great Lakes Region

Exhibit A (Request for Waiver of Buy American Requirement)

Airport Sponsor [insert legal name of sponsor]

Official Representative [insert name]

Project Name [insert]

Indicate reason(s) for waiver request. Supporting documentation must be provided for each reason indicated.

- A. Applying the provision is not in the public interest. This is reserved for significant public interest determinations.
- B. The steel or manufactured good is not available in sufficient quantity or satisfactory quality in the United States.
- C. For AIP grant-funded projects other than ground transportation demonstration projects:
 - 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
 - final assembly of the facility or equipment has occurred in the United States.
- D. Applying this provision would increase the cost of the overall project by more than 25 percent.

Signature

I hereby request a waiver of the Buy American requirements for the reason(s) indicated above. All documentation provided in support of this request is true and complete to the best of my knowledge.

Date

FAA USE ONLY BELOW THIS LINE

Waiver requests based on Criteria A or B above require approval by Headquarters

ADO Recommendation Recommended Not recommended

ADO Manager [insert name]

Signature

Date [insert]

RO Recommendation Recommended Not recommended

610 Branch Manager [insert name]

Signature

Date [insert]

ADO Manager or block-grant state may approve waivers based on Criteria C or D above

Waiver Determination Approved Denied Further information required

ADO Manager [insert]

Signature

Date [insert]



U.S. Department
of Transportation

**Federal Aviation
Administration**

Memorandum

Subject: **ACTION:** Program Guidance Letter 10-02

Date: February 24, 2010

From: Manager, Airports Financial Assistance Division,
APP-500

Reply to Attn. of: Nancy S. Williams
202-267-8822

To: PGL Distribution List

We are issuing this Program Guidance Letter on Buy American requirements.

A handwritten signature in blue ink, appearing to read "Frank J. San Martin".

Frank J. San Martin

Guidance for Buy American on Airport Improvement Program (AIP) or American Recovery and Reinvestment Act (ARRA) projects.

In accepting AIP or ARRA funding, grant recipients are certifying that they will not acquire (or permit any contractor or subcontractor) to use any steel or manufactured products produced outside the United States on any portion of the project for which funds are provided, unless otherwise approved by the FAA. Therefore, for the AIP or ARRA funded portion of a project, grant recipients must either:

1. Certify, in writing, all products are wholly produced in the US of US materials, or
2. Request a waiver to use non-US produced products, or
3. Certify that all equipment that is being used on the project is on the Nationwide Buy American conformance list.

The AIP funded portion of a project includes the grant recipient's local share.

Types of Waivers

There are four types of waivers to Buy American:

1. Public interest waiver;
2. Insufficient quantity AND quality for ARRA (AIP projects allow waivers for insufficient quantity OR quality);
3. 60% or more of the components and subcomponents in the facility or equipment are of US origin and final assembly is in the US; or
4. Applying Buy American increases the cost of the overall project by more than 25%.

Many pieces of equipment are constructed with some non-US produced components or subcomponents. Therefore, it is expected that the majority of grants will have waivers issued unless the project is constructed of materials that already have a nationwide waiver.

Nationwide Waiver

Much of the equipment that is frequently used on AIP or ARRA projects has been reviewed by FAA Headquarters and a nationwide waiver has been issued. The Nationwide Buy American conformance list is posted on the www.faa.gov website at the following address:

http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/
by clicking the tab, "Equipment Meeting Buy American Requirements"

If the equipment is on the nationwide waiver list, no additional waiver is required.

Who can Issue Waivers

Only FAA headquarters may issue waivers for reasons 1 and 2. FAA field offices (Regional Offices and/or Airports District Offices) may issue waivers for reasons 3 and 4.

For block grant state projects, the FAA must issue the waivers. Block grant states are not allowed to issue a waiver.

Defining the Project, Facility and Equipment, and Final Assembly Location in the 60%/US final assembly waiver

The waiver can be considered if “at least 60% of the cost of the components and subcomponents in the **facility or equipment** are produced in the United States and the final assembly of the facility or equipment has occurred in the United States.” The correct application of the terms is discussed below.

Project

The “**Project**” is generally the project that is being bid. The “Project” does not extend over multiple grants or phases, even though the overall project may be phased or may be built in multiple bid packages.

Facility or Equipment

- For a building, the portion of the building that is being funded under the AIP or ARRA grant is the “**facility**” listed in the waiver.
- For other projects, the bid items as described in the latest edition of FAA Advisory Circular 5370-10 will generally be the “**equipment**” referred to in the waiver except for airfield electrical equipment.
- For airfield electrical equipment, the “L-” items listed in the Addendum to FAA Advisory Circular 5345-53C, latest edition will generally be the “**equipment**” referred to in the waiver.
- For a vehicle or single piece of equipment like a snow plow or ARFF vehicle, the single vehicle itself is the “**equipment.**”

Final Assembly Location and Labor Exclusion

Final assembly is the substantial transformation of the various components and subcomponents into the equipment. For a building, the final assembly is actual construction of the building.

- For any project other than a building project, the final assembly location is the location where the equipment is assembled, **not the project site itself.**
- For a building, the final assembly location is the airport building site.

In any calculation of Buy American percentage, the labor for the final assembly is excluded. This is because the Buy American statute is based on the cost of materials and equipment, not labor. For a building, this means that only the costs of the materials as they are delivered to the airport site are considered when calculating US and non-US component and subcomponent costs. For equipment, the costs of the final assembly at the manufacturing site are excluded.

Common Materials that are waived or excluded from Buy American - Cement, Concrete, Asphalt and Steel

Cement and concrete is excluded from the Buy American preference requirements (although the steel used for reinforcement, ties, stirrups, etc. must meet Buy American.)

Asphalt and other petroleum products are waived as an excepted item under AMS Guidance T3.6.4.1.e: Foreign Acquisition – Definitions identifying Asphalt as a petroleum product.

Steel is specifically identified in the statute. Therefore, all rebar and discrete, identifiable steel components must be manufactured in the United States.

FAA Waiver

After the FAA has determined that the final assembly location is in the US and the percent of US components and subcomponents is above 60%, a waiver may be issued. **The waiver is for the single project – not a nationwide waiver.**

What Information is required to Issue a Waiver (AIP and ARRA) and for the Federal Register Notice (ARRA)

For waiver type 3, a waiver can be considered if “at least 60% of the cost of the components and subcomponents in the **facility or equipment** are produced in the United States and the final assembly of the facility or equipment has occurred in the United States.”

Grant recipients must request waivers from FAA in writing, with sufficient supporting information. Grant recipients are responsible for ensuring their waiver request is complete and accurate using project specific information provided directly by the contractor or the contractor’s supplier.

The FAA will conduct its review and approval based on the information provided by the grant recipient.

The information that must be provided for either equipment or for a building:

- Project Number
- Project Name
- Airport Name
- Total Project Cost
- Total Equipment or Bid Item Cost for which the waiver is being requested
- Total Equipment or Bid Item Cost excluding labor for final assembly.

For equipment, the following additional information is required:

- The equipment or bid item for which the waiver is being requested
- The manufacturer and country of origin of the equipment or bid item.
- The location of the final assembly of the equipment or bid item (not the airport site)

- The cost of the US components and subcomponents for the equipment or bid item for which the waiver is being requested
- The cost of the non-US components and subcomponents for the equipment or bid item for which the waiver is being requested
- The resulting percent of US and non-US components

For a building, the following additional information is required:

- The building (called the facility in the Buy American statute) for which the waiver is being requested
- The manufacturer and country of origin of the US and non-US materials that will be used in the building,
- For a building, the location of the final assembly is the airport site
- The cost of the US components and subcomponents for the equipment or bid item for which the waiver is being requested
- The cost of the non-US components and subcomponents for the equipment or bid item for which the waiver is being requested
- The resulting percent of US and non-US components

Grant recipients are urged to submit waiver requests as early as possible.

Waivers that are issued on ARRA projects must be included in a Federal Register notice, which will generally be published on a quarterly basis.

Sample Letter of Approval of Waiver:

When FAA is satisfied that a waiver may be issued based on the 60%/US final assembly criteria, a letter must be written to the airport sponsor approving the waiver. The text of the letter follows.

A copy of the letter must be forwarded to APP-500 along with a copy of the supporting documentation that was submitted by the airport for the waiver. The information used in the letter will be the basis of the Federal Register notice. The Federal Register notice may include copies of the waiver letters or will be a tabular listing of the waivers. Therefore, regions must forward both a *.pdf copy of the signed letter and an editable copy of the letter.

XXXX Airport
 AIP-Project No. X-XX-XXXX-XX
 Project Name
 Waiver of Buy American Requirements

I have reviewed the request for Waiver of Buy American Requirement submitted XXX for the use of XXXXX equipment on the subject project. The information submitted by the airport for:

Item for which waiver is being issued: i.e L-831 Transformers
 Manufacturer:
 Final Assembly Location:

Percent US Components and Subcomponents:

The information submitted satisfies the requirement for waiver of the requirements of the Buy American per 49 USC Section 50101 based on over 60% of the cost of components and subcomponents to be used in the project being produced in the United States.

The waiver is hereby approved for use on this AIP grant project.

Common Misconceptions

- Belief that if a manufacturer is "FAA-certified" that Buy America has been satisfied. This is not true. The FAA certification certifies that technical standards have been met. However, FAA-certified equipment manufactured outside the U.S. does not meet Buy America provisions of the AIP unless a waiver has been issued.
- Misconception that the North America Free Trade Act (NAFTA) exempts equipment manufactured in Mexico or Canada from "Buy America" requirements. This is not true for AIP or ARRA projects.

Text of Buy American statute from 49 United States Code §50101

§ 50101. Buying goods produced in the United States

(a) **Preference.**— The Secretary of Transportation may obligate an amount that may be appropriated to carry out section [106 \(k\)](#), [44502 \(a\)\(2\)](#), or [44509](#), subchapter I of chapter 471 (except section [47127](#)), or chapter 481 (except sections [48102 \(e\)](#), [48106](#), [48107](#), and [48110](#)) of this title for a project only if steel and manufactured goods used in the project are produced in the United States.

(b) **Waiver.**— The Secretary may waive subsection (a) of this section if the Secretary finds that—

- (1) applying subsection (a) would be inconsistent with the public interest;
- (2) the steel and goods produced in the United States are not produced in a sufficient and reasonably available amount or are not of a satisfactory quality;
- (3) when procuring a facility or equipment under section [44502 \(a\)\(2\)](#) or [44509](#), subchapter I of chapter 471 (except section [47127](#)), or chapter 481 (except sections [48102 \(e\)](#), [48106](#), [48107](#), and [48110](#)) of this title—

(A) 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

(B) final assembly of the facility or equipment has occurred in the United States; or

(4) including domestic material will increase the cost of the overall project by more than 25 percent.

(c) **Labor Costs.**— In this section, labor costs involved in final assembly are not included in calculating the cost of components.