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Letting August 1, 2025

Notice to Bidders, Specifications and Proposal

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



**Illinois Department
of Transportation**

Springfield, Illinois 62764

**Contract No. BO008
Bolingbrook's Clow International Airport
Bolingbrook, Illinois
Will County
Illinois Project No. 1C5-5132
SBG Project No. 3-17-SBGP-TBD**



1. TIME AND PLACE OF OPENING BIDS. Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 12:00 p.m. on August 1, 2025, at which time the bids will be publicly opened from the iCX SecureVault.

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

**Contract No. BO008
Bolingbrook's Clow International Airport
Bolingbrook, Illinois
Will County
Illinois Project No. 1C5-5132
SBG Project No. 3-17-SBGP-TBD**

Install Precision Approach Path Indicator (PAPI) for Runway 18/36

For engineering information, please contact Luke Burlingame, P.E. of Kimley-Horn and Associates, Inc. at 331.310.0368.

3. INSTRUCTIONS TO BIDDERS.

(a) This Notice, the invitation for bids, proposal and letter of award shall, together with all other documents in accordance with Article 10-23 of the Standard Specifications for Construction of Airports (Adopted March 22, 2023), become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.

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

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

5. PRE-BID CONFERENCE. N/A

6. DISADVANTAGED BUSINESS POLICY. The DBE goal for this contract is 14.0%.

7. SPECIFICATIONS AND DRAWINGS. The work shall be done in accordance with the Standard Specifications for Construction of Airports (Adopted March 22, 2023), the Special Provisions dated June 6, 2025, and the Construction Plans dated June 6, 2025 as approved by the Illinois Department of Transportation, Division of Aeronautics.

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

a. Additive Alternates

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

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

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

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

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

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

b. Optional Alternates

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

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

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

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

The contract time for this contract is Base Bid: 58 calendar days; Additive Alternate #1: 28 additional calendar days.

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

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

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

By Order of the
Illinois Department of Transportation

Gia Biagi,
Secretary

ILLINOIS DEPARTMENT OF TRANSPORTATION
DIVISION OF AERONAUTICS

REQUIRED CONTRACT PROVISIONS FOR STATE FUNDED AIRPORT CONSTRUCTION PROJECTS

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

DISADVANTAGED BUSINESS POLICY

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

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

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

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

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

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

SPECIAL PROVISION FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: January 2, 2025

1. OVERVIEW AND GENERAL OBLIGATION. The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR Part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified in accordance with the requirements of 49 CFR Part 26 and listed in the Illinois Unified Certification Program (IL UCP) DBE Directory. Award of the contract is conditioned on meeting the requirements of 49 CFR Part 26, and failure by the Contractor to carry out the requirements of Part 26 is a material breach of the contract and may result in the termination of the contract or such other remedies as the Department deems appropriate.
2. CONTRACTOR ASSURANCE. All assurances set forth in FHWA 1273 are hereby incorporated by reference and will be physically attached to the final contract and all subcontracts.
3. CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. The Department has determined the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies and that, in the absence of unlawful discrimination and in an arena of fair and open competition, DBE companies can be expected to perform 14.0% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work in accordance with the requirements of 49 CFR 26.53 and SBE Memorandum No. 24-02.
4. IDENTIFICATION OF CERTIFIED DBE. Information about certified DBE Contractors can be found in the Illinois UCP Directory. Bidders can obtain additional information and assistance with identifying DBE-certified companies at the Department's website or by contacting the Department's Bureau of Small Business Enterprises at (217) 785-4611.
5. BIDDING PROCEDURES. Compliance with this Special Provision and SBE Policy Memorandum 24-02 is a material bidding requirement. The following shall be included with the bid.

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

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

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

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

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

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

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

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

SPECIAL PROVISION FOR WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

Revised: January 2, 2025

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

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

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

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

SPECIAL PROVISION FOR SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: November 2, 2017

Revised: April 1, 2019

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

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

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

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

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

SPECIAL PROVISION FOR PAYMENTS TO SUBCONTRACTORS

Effective: November 2, 2017

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

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

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

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

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

SPECIAL PROVISION FOR SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE)

Effective: April 2, 2018

Subcontractor and Disadvantaged Business Enterprise Payment Reporting

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

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

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

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

Effective: February 1, 1969

Revised: January 1, 2017

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

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

SPECIAL PROVISION FOR SUBMISSION OF PAYROLL RECORDS (BDE)

Effective: April 1, 2021

Revised: November 2, 2023

STATEMENTS AND PAYROLLS

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

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

SPECIAL PROVISION FOR NPDES CERTIFICATION

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

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

The Airport Owner or its Agent will:

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

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

SPECIAL PROVISION FOR COMPLETION TIME VIA CALENDAR DAYS

It being understood and agreed that the completion within the time limit is an essential part of the contract, the bidder agrees to complete the work within Base Bid: 58 calendar days; Additive Alternate #1: 28 additional calendar days, unless additional time is granted by the Engineer in accordance with the provisions of the specifications. In case of failure to complete the work on or before the time named herein, or within such extra time as may have been allowed by extensions, the bidder agrees that the Department of Transportation shall withhold from such sum as may be due him/her under the terms of this contract, the costs, as set forth in Section 80-09 Failure to Complete on Time of the Standard Specifications, which costs shall be considered and treated not as a penalty but as damages due to the State from the bidder by reason of the failure of the bidder to complete the work within the time specified in the contract.

ILLINOIS WORKS APPRENTICESHIP INITIATIVE – STATE FUNDED CONTRACTS (BDE)

Effective: June 2, 2021

Revised: April 2, 2024

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

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

SPECIAL PROVISION FOR SUBMISSION OF BIDDERS LIST INFORMATION (BDE)

Effective: January 2, 2025

Revised: March 2, 2025

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

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

State of Illinois
Department of Transportation

SPECIAL PROVISION
FOR
SECTION 80 PROSECUTION AND PROGRESS

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

80-09 Failure to complete on time.

ADD:

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

State of Illinois
Department of Transportation

SPECIAL PROVISION
FOR
SECTION 90 MEASUREMENT AND PAYMENT

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

90-07 Partial payments.

DELETE: The entire section.

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

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

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

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

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

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

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

90-09 Trust agreement option.

DELETE: The entire section.

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

A1 ACCESS TO RECORDS AND REPORTS

A1.1 CONTRACT CLAUSE

ACCESS TO RECORDS AND REPORTS

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

A2 AFFIRMATIVE ACTION REQUIREMENTS

A2.1 SOLICITATION CLAUSE

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

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

Timetables

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

AREA COVERED (STATEWIDE)

Goals for Women apply nationwide.

GOAL

Goal (percent)

Female Utilization..... 6.9

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

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

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

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

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

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

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

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

A3 BREACH OF CONTRACT TERMS

A3.1 CONTRACT CLAUSE

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

BREACH OF CONTRACT TERMS

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

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

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

A4 BUY AMERICAN PREFERENCE

A4.1 SOLICITATION CLAUSES

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

FAA BUY AMERICAN PREFERENCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Required Documentation

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

- Completed Content Percentage Worksheet and Final Assembly Questionnaire

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

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

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

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

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

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

Date

Signature

Company Name

Title

A5 CIVIL RIGHTS - GENERAL

A5.1 CONTRACT CLAUSES

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

GENERAL CIVIL RIGHTS PROVISIONS

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

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

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

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

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

A6.1 CONTRACT CLAUSE

A6.1.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

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

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

Compliance with Nondiscrimination Requirements:

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

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

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

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

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

CLEAN AIR AND WATER POLLUTION CONTROL

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

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

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

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

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

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

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

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

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

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

A9 COPELAND "ANTI-KICKBACK" ACT

A9.1 CONTRACT CLAUSE

COPELAND "ANTI-KICKBACK" ACT

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

A10 DAVIS-BACON REQUIREMENTS

A10.1 CONTRACT CLAUSE

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

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

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

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

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

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

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

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

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

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

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

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

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

3. Payrolls and Basic Records.

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

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

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

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

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

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

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

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

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

4. Apprentices and Trainees.

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

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

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

5. Compliance with Copeland Act Requirements.

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

6. Subcontracts.

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

7. Contract Termination: Debarment.

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

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

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

9. Disputes Concerning Labor Standards.

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

10. Certification of Eligibility.

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

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

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

A11 DEBARMENT AND SUSPENSION

A11.1 CERTIFICATION CLAUSES

A11.1.1 Bidder or Offeror Certification

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

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

A11.1.2 Lower Tier Contract Certification

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

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

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

A12 DISADVANTAGED BUSINESS ENTERPRISE

A12.1 REQUIRED PROVISIONS

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

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

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

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

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

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

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

DISADVANTAGED BUSINESS ENTERPRISES

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

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

A13 DISTRACTED DRIVING

A13.1 CONTRACT CLAUSE

TEXTING WHEN DRIVING

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

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

A14 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

A14.1 CONTRACT CLAUSE

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

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

A15 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

A15.1 MANDATORY CONTRACT CLAUSE

A15.1.1 EEO Contract Clause

EQUAL OPPORTUNITY CLAUSE

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

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

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

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

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

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

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

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

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

A15.1.2 EEO Specification

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A16 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

A16.1 SOLICITATION CLAUSE

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

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

A17 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

A17.1 CERTIFICATION CLAUSE

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

CERTIFICATION REGARDING LOBBYING

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

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

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

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

A18 PROHIBITION of SEGREGATED FACILITIES

A18.1 CONTRACT CLAUSE

PROHIBITION of SEGREGATED FACILITIES

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

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

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

A19 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A19.1 CONTRACT CLAUSE

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

A20 PROCUREMENT OF RECOVERED MATERIALS

A20.1 CONTRACT CLAUSE

PROCUREMENT OF RECOVERED MATERIALS

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

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

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

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

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

A21 RIGHT TO INVENTIONS

A21.1 CONTRACT CLAUSE

RIGHTS TO INVENTIONS

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

A22 SEISMIC SAFETY

A22.1 CONTRACT CLAUSE

A22.1.1 Construction Contracts

SEISMIC SAFETY

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

A23 TAX DELINQUENCY AND FELONY CONVICTIONS

A23.1 CERTIFICATION CLAUSE

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

Certifications

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

Note

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

Term Definitions

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

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

A24 TERMINATION OF CONTRACT

A24.1 CONTRACT CLAUSE

A24.1.1 Termination for Convenience

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

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

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

Owner agrees to pay Contractor for:

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

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

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

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

A24.1.2 Termination for Default

TERMINATION FOR CAUSE (CONSTRUCTION)

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

A25 TRADE RESTRICTION CERTIFICATION

A25.1 SOLICITATION CLAUSE

TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

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

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

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

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

A26 VETERAN'S PREFERENCE

A26.1 CONTRACT CLAUSE

VETERAN'S PREFERENCE

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

A27 DOMESTIC PREFERENCES FOR PROCUREMENTS

A27.1 CERTIFICATION CLAUSE

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

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

ITEM NO. 01A

CONTRACT NO B0008

SPECIAL PROVISIONS

VILLAGE OF BOLINGBROOK

BOLINGBROOK'S CLOW INTERNATIONAL AIRPORT (1C5)

**INSTALL PRECISION APPROACH PATH INDICATOR (PAPI)
FOR RUNWAY 18/36**

ILLINOIS PROJECT NO. 1C5-5132
SBG PROJECT NO. 3-17-SBGP-TBD
KIMLEY-HORN PROJECT NO. 168001006
ISSUED FOR BID JUNE 06, 2025
IDOT LETTING DATE AUGUST 01, 2025



EXP: 11/30/2025

X

Joseph D. Bradshaw

Joseph Bradshaw, PE

GENERAL

These Special Provisions, together with the applicable Standard Specifications for Construction of Airports, Policy Memorandums, 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, Department of Transportation, Division of Aeronautics and the representatives of the Village of Bolingbrook (Sponsor) for the Install Precision Approach Path Indicator (PAPI) for Runway 18/36 at Bolingbrook's Clow International Airport, Bolingbrook, Illinois.

GOVERNING SPECIFICATION AND RULES AND REGULATIONS

The Standard Specifications for Construction of Airports, State of Illinois Department of Transportation, Division of Aeronautics, adopted March 22, 2023 shall govern the project except as otherwise noted in these Special Provisions. In the case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and shall govern. Where noted within the Special Provisions, the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction dated January 1, 2022 shall apply. Where conflicts arise regarding contract documents versus IDOT Airport and Highway Standards and Standard Drawings, the contract documents shall govern.

INDEX TO SPECIAL PROVISION

<u>SECTION/ITEM</u>		<u>PAGE NUMBER</u>
	<u>Part 1 – General Contract Provisions</u>	
40	Scope of Work	3
50	Control of Work	5
60	Control of Materials	7
70	Legal Regulations and Responsibility to Public	8
80	Prosecution and Progress	
	<u>Part 2 – General Construction Items</u>	
105	Mobilization	11
	<u>Part 3 - Electrical</u>	
108	Underground Power Cable for Airports	12
109	Airport Transformer Vault and Vault Modifications	15
110	Airport Underground Electrical Duct Banks and Conduit	18
115	Electrical Manholes and Junction Structures	22
125	Installation of Airport Lighting Systems	23

APPENDICES

A IDA MEMORANDUMS

- 96-1A Item 610, Structural Portland Cement Concrete: Job Mix Formula Approval & Production Testing
- 2001-1 Requirements for Cold Weather Concreting
- 22-1 Accepted Cement Types

B Geotechnical Report

PART 1 – GENERAL CONTRACT PROVISIONS

SECTION 40 SCOPE OF WORK

40-05 MAINTENANCE OF TRAFFIC

ADD: The contractor shall be responsible for cleaning and maintaining all terminal and airport access roads and using a vacuum type mechanical sweeper on all pavements and adjacent pavements utilized during the construction process when material is tracked onto the existing pavement. The Contractor shall have a sweeper on site and always maintain all pavements clear of dirt and debris or as requested by the Resident Engineer. If the Contractor fails to comply with the Standard Specifications, Contract Plans or these Special Provisions concerning traffic control, all construction activities shall cease, and the Contractor will be required to correct the deficiencies to the satisfaction of the Resident Engineer and Owner. The Contractor shall be responsible for supplying, maintaining, and moving all barrels and/or barricades required for the staged construction as shown and detailed in the contract plans.

The Contractor shall always maintain operation to the JW Aviation Flight School and shall always operate within phased areas as detailed in the contract documents. The storage and parking of equipment and materials shall be always within the phased delineated areas, unless otherwise directed by the Resident Engineer. Open trenches, excavations and stockpiled material near operation pavement shall be protected. The work area shall be kept clean of debris and garbage that may become airborne and deposited on the nearby runways. To help facilitate this effort garbage barrels shall be provided by the Contractor for use of the workers during construction.

The contractor shall provide his own radio capable of transmitting and receiving on the Unicom frequencies of 122.9 MHz.

40-09 SAFETY PLAN COMPLIANCE DOCUMENT (SPCD)

ADD: 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 150/5370-2 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 Safety and Phasing 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 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 IDOT on behalf of the FAA. Durations specified for individual phases shall become requirements of the contract and shall be subject to liquidated damages.

ADD: The Contractor activity on the airfield shall be limited to the limits of construction as identified on the Contractor Safety and Phasing 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. Work on or near runways will not be permitted.

SECTION 50 CONTROL OF WORK

50-04 COOPERATION OF CONTRACTOR

ADD at the end of this section:

A materials/pre-paving meeting shall be scheduled by the Contractor prior to the start of various paving operations to discuss material acquisition, mixing, placing, and testing requirements. The superintendent, paving foreman, batching foreman/material supplier, quality control officer, and the Resident Engineer are required to attend this meeting conducted by the Illinois Division of Aeronautics representatives.

50-05 COOPERATION BETWEEN CONTRACTORS

ADD: The Contractor shall acquaint himself with all other contracts prior to bidding and shall cooperate with Airport management and any other contractors who may be working on other contracts.

50-06 CONSTRUCTION LAYOUT STAKES

ADD: 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.

50-07.1 AUTHORITY OF THE RESIDENT ENGINEER

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

50-10 LOAD RESTRICTIONS

ADD: The existing pavement is considered light duty and the contractor shall take into consideration the existing pavement strength when selecting construction equipment. Any damage to airport pavements outside of the limits of pavement removal shall be repaired by the contractor at his own expense and to the satisfaction of the Resident Engineer.

Access to the construction work area is limited to the haul routes as shown on the Construction Safety and Phasing Plan drawings. The use of existing airfield pavements by Contractor construction traffic including all haul trucks is prohibited unless previously approved by the Airport Manager. 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.

50-11 MAINTENANCE DURING CONSTRUCTION

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

ADD: At all times, the Contractor shall have on site and available for use a self- propelled, vacuum or regenerative (recirculating) air pavement sweeper, a pavement blower or tractor mounted "sweeper box".

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

50-16 PLANS AND WORK DRAWINGS

ADD after the last paragraph:

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

SECTION 60 CONTROL OF MATERIALS

60-01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS

REVISE after the last paragraph:

The Contractor shall certify all materials contained in the contract. Certification documentation shall be submitted to the Resident Engineer. It shall be of 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 50-17, 60-01, 60-03, 60-04 and 60-09 of the Standard Specifications and Special Provisions, the pay item shall not be included on the Construction Progress Payment report until such submittals have been furnished.

SECTION 70 LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

70-25 CONTRACTOR'S RESPONSIBILITY FOR SAFETY DURING CONSTRUCTION

ADD after 70.25(d):

- e. Provide a safety officer/construction inspector(s) trained in airport safety to maintain the CSPP and SPCD and to monitor all construction activities.
- f. 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 by the Airport Manager.

SECTION 80 PROSECUTION AND PROGRESS

80-03 PROSECUTION AND PROGRESS

ADD: In the event that work does not proceed as shown on the current progress schedule, the Contractor shall provide an updated progress schedule on a weekly basis until such time that the work is proceeding according to the current progress schedule.

80-04 LIMITATION OF OPERATIONS

ADD to last paragraph:

The Contractor shall keep all personnel, equipment, materials and construction activity outside of the Object Free Areas of all active runways and taxiways, as dimensioned in the drawings.

It is intended to plan, conduct, and complete the work in these critical traffic areas in such a manner that the length and amount of interruption to aircraft traffic at the Airport is minimized.

The Contractor shall comply with Federal Aviation Regulations Part 107 (Airport Security) and with all rules and regulations of the Airport, including, but not limited to, control and access to the airfield by Contractor's, employees and agents. In the event the Airport is assessed a fine by the Federal Aviation Administration for breach of security resulting from actions of Contractor's employees and agents, the Contractor shall fully reimburse the Airport for the amount of such fine.

80-08 DETERMINATION OF THE CONTRACT TIME

ADD: After the last paragraph of this section:

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

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

80-13 WORK AREA, STORAGE AREA AND SEQUENCE OF OPERATIONS

ADD: The Contractor's employees shall park personal vehicles at the laydown area location identified on the plans or as agreed to at the pre-construction meeting. Personal vehicles are not permitted on the construction site and use of personal vehicles beyond the staging area will not be allowed.

The Contractor activity on the airfield and haul routes shall be limited to the limits of construction identified on the Contractor Access, Staging and Safety Plan and notes drawings. Beyond the limits of construction, the contractor shall not have access to any part of the active airfield pavements (runways, aprons, or taxiways) with any equipment or by any personnel without the approval of the Airport.

Upon completion of construction, all areas disturbed by the contractors operations including the haul road and staging and storage site shall be re-graded, cleaned of all debris and restored to original un-disturbed conditions to the satisfaction of the Resident Engineer and the Owner. Clean up and restoration shall not be paid for separately but shall be considered incidental to the contract.

PART 2 – GENERAL CONSTRUCTION ITEMS

ITEM 105 MOBILIZATION

DESCRIPTION

105-1.1

Delete: Paragraph 2.

METHOD OF MEASUREMENT

105-2.1

ADD the following:

No separate payment or contract adjustment will be made for any item listed in Additive Alternate #1 or any FAA reimbursable agreement related to the flight check.

BASIS OF PAYMENT

105-3.1

ADD: Payment will be made under:

Item AR150520 – Mobilization – per lump sum.

END OF ITEM 105

PART 13 – ELECTRICAL

ITEM 108 UNDERGROUND POWER CABLE FOR AIRPORTS

EQUIPMENT AND MATERIALS

108-2.1f

ADD the following section:

“All cable shall be FAA approved or UL-listed as suitable for installed application. Cable furnished on this project shall comply with the requirements of the “Airport Improvement Program Buy American Preference requirements. All conductors shall be Copper.”

108-2.5

ADD the following section:

“Every airfield lighting cable splicer shall be qualified in making cable splices and terminations on cables rated at and/or above 5000 Volts AC. The Contractor shall submit to the Engineer proof of the qualifications of each proposed cable splicer for the cable type and voltage level to be worked on. Cable splicing/terminating personnel shall have a minimum of three (3) years continuous experience in terminating/splicing medium voltage cable.”

CONSTRUCTION METHODS

108-3.10

ADD the following sections:

- j. Follow safety procedures for all tests. Prior to operating each CCR (Constant Current Regulator), confirm each CCR frame is grounded to the Vault grounding electrode system/ground bus with a minimum #6 AWG copper conductor and UL listed grounding connector with secure and tight connections. Correct where missing, for safety of personnel. Furnish and install #8 green insulated equipment ground wire with output series circuit conductors from each CCR frame to the respective cutout/disconnect enclosure frame. Cutout enclosures are required to be grounded and bonded per NEC Article 250.4 “General Requirements for Grounding and Bonding”.
- k. Personnel are recommended to comply with the applicable requirements of NFPA 70E – Standard for Electrical Safety in the Workplace.
- l. Provide personnel protective equipment for all personnel working on or testing electrical systems suitable for the respective application. Provide protective equipment for personnel to keep them safe in the event of an arc flash or other electrical accident. Refer to NFPA 70E “Standard for Electrical Safety in the

Workplace”, Article 250 “Personal Safety and Protective Equipment” and “Informative Annex H Guidance on Selection of Protective Clothing and Other Personal Protective Equipment (PPE)” for additional information on personal protective equipment.

m. Insulation resistance testing equipment for use with 5,000 Volt series circuit cables shall use an insulation resistance tester capable of testing the cables at 5,000 Volts. Older series circuit cables and/or cables in poor condition may require the test voltage to be performed at a voltage lower than 5,000 Volts (Example 1,000 Volts, 500 Volts, or less than 500 Volts). The respective test voltage shall be recorded for each cable insulation resistance test result.

n. Insulation resistance testing equipment for use with 600 Volt rated cables shall use a 500 Volt insulation resistance tester. The respective test voltage shall be recorded for each cable insulation resistance test result.

o. It is recommended to use the same insulation resistance test equipment throughout the project to ensure reliable comparative readings at the beginning of the project and at the completion of the project.

p. Disconnect the airfield lighting series circuit cables from the constant current regulator when performing cable insulation resistance tests (Megger Tests). Test the cables that go to the airfield for the respective airfield lighting series circuit. Connect the cable insulation resistance tester to one of the airfield lighting series circuit cables and to a good ground in the airport electrical vault such as the airport vault ground bus. Conduct the cable insulation resistance test on each respective cable for not less than 90 seconds. Record the test results at the end of the time duration for the test.

BASIS OF PAYMENT

108-5.1

ADD: Payment will be made under:

Item AR108108 – 1/C #8 5 KV CABLE – per linear foot.

Item AS108108 – 1/C #8 5 KV CABLE – per linear foot.

REFERENCES

ADD:

Federal Aviation Administration Advisory Circulars (AC). Note: Where FAA Advisory Circulars are referenced that shall be the current issue or issues in effect.

AC150/5370-2

Operational Safety on Airports During Construction

Federal Aviation Administration Standard (FAA STD)

FAA STD-019G Lighting and Surge Protection, Grounding Bonding and Shielding
Requirements for Facilities and Electronic Equipment

Federal Specifications

A-A-59544A Cable and Wire, Electrical (Power, Fixed Installation)

A-A-55809A Insulation Tape, Electrical, Pressure-Sensitive Adhesive, Plastic.

National Fire Protection Association (NFPA)

NFPA 70E Standard for Electrical Safety in the Workplace.

Occupational Safety and Health Administration (OSHA)

OSHA 29 CFR Part Number 1910; Occupational Safety and Health Standards

Number 1910.147; The control of hazardous energy (lockout/tagout)

Underwriters Laboratories (UL)

UL Standard 44 Thermoset-Insulated Wires and Cables

UL Standard 83 Thermoplastic-Insulated Wires and Cables

UL Standard 854 Standard For Service Entrance Cables

END OF ITEM 108

ITEM 109 AIRFIELD TRANSFORMER VAULT AND VAULT EQUIPMENT

INSTALLATION OF EQUIPMENT IN VAULT OR PREFABRICATED METAL HOUSING

ADD the following section:

109-4.9 Testing airfield lighting systems

a. Follow safety procedures for all tests. Prior to operating each CCR (Constant Current Regulator), confirm each CCR frame is grounded to the Vault grounding electrode system/ground bus with a minimum #6 AWG copper conductor and UL listed grounding connector with secure and tight connections. Correct where missing, for safety of personnel. Furnish and install #8 green insulated equipment ground wire with output series circuit conductors from each CCR frame to the respective cutout/disconnect enclosure frame. Cutout enclosures are required to be grounded and bonded per NEC Article 250.4 "General Requirements for Grounding and Bonding".

b. Personnel are recommended to comply with the applicable requirements of NFPA 70E – Standard for Electrical Safety in the Workplace.

c. Provide personnel protective equipment for all personnel working on or testing electrical systems suitable for the respective application. Provide protective equipment for personnel to keep them safe in the event of an arc flash or other electrical accident. Refer to NFPA 70E "Standard for Electrical Safety in the Workplace", Article 250 "Personal Safety and Protective Equipment" and "Informative Annex H Guidance on Selection of Protective Clothing and Other Personal Protective Equipment (PPE)" for additional information on personal protective equipment.

d. Insulation resistance testing equipment for use with 5,000 Volt series circuit cables shall use an insulation resistance tester capable of testing the cables at 5,000 Volts. Older series circuit cables and/or cables in poor condition may require the test voltage to be performed at a voltage lower than 5,000 Volts (Example 1,000 Volts, 500 Volts, or less than 500 Volts). The respective test voltage shall be recorded for each cable insulation resistance test result.

e. Insulation resistance testing equipment for use with 600 Volt rated cables shall use a 500 Volt insulation resistance tester. The respective test voltage shall be recorded for each cable insulation resistance test result.

f. It is recommended to use the same insulation resistance test equipment throughout the project to ensure reliable comparative readings at the beginning of the project and at the completion of the project.

g. Disconnect the airfield lighting series circuit cables from the constant current regulator when performing cable insulation resistance tests (Megger Tests). Test the cables that go to the airfield for the respective airfield lighting series circuit. Connect the cable insulation resistance tester to one of the airfield lighting series circuit cables and to a good ground in the airport electrical vault such as the airport vault ground bus. Conduct the cable insulation resistance test on each respective cable for not less than 90 seconds. Record the test results at the end of the time duration for the test.

METHOD OF MEASUREMENT

109-5.3

ADD the following:

All cabling, circuit breakers, conduit, connections, grounding, wireways, constant current regulator cutouts, mounting supports, building penetrations and all other required equipment, materials and work within the airfield lighting vault including constant current regulator meggar testing and commissioning shall be incidental to the pay item for the new constant current regulator.

BASIS OF PAYMENT

109-6.1

ADD: Payment will be made under:

Item AR801717 – Install New 240V, 6.6A, 5KW Constant Current Regulator in Vault – per lump sum.

REFERENCES

ADD:

Federal Aviation Administration Advisory Circulars (AC). Note: Where FAA Advisory Circulars are referenced that shall be the current issue or issues in effect.

AC150/5340-26C Maintenance of Airport Visual Aid Facilities

AC150/5370-2 Operational Safety on Airports During Construction

Federal Aviation Administration Standard (FAA STD)

FAA STD-019f

Lighting and Surge Protection, Grounding Bonding and Shielding
Requirements for Facilities and Electronic Equipment

Occupational Safety and Health Administration (OSHA)

OSHA 29 CFR Part Number 1910; Occupational Safety and Health Standards

Number 1910.147; The control of hazardous energy (lockout/tagout)

Underwriters Laboratories (UL)

- | | |
|-----------------------|--|
| UL Standard 44 | Thermoset-Insulated Wires and Cables |
| UL Standard 83 | Thermoplastic-Insulated Wires and Cables |
| UL Standard 467 | Grounding and Bonding Equipment |
| UL Standard 486A-486B | Wire Connectors |
| UL Standard 854 | Standard For Service Entrance Cables |

END OF ITEM 109

ITEM 110 AIRFIELD UNDERGROUND ELECTRICAL DUCT BANKS AND CONDUIT

EQUIPMENT AND MATERIALS

110-2.3

ADD the following:

- e. Conduits for directional boring shall be Schedule 40 PVC or Schedule 80 PVC conduit, UL-listed or ETL listed, rated for 90°C cable-conforming to NEMA Standard TC-2 and UL 651 and suitable for directional boring installation, Schedule 40 HDPE or Schedule 80 HDPE conduit, UL-listed, conforming to NEMA Standard TC-7 and UL 651B and suitable for directional boring installation, or Wall Type SDR 11 (minimum) HDPE conduit manufactured in accordance with ASTM D-3350 (Specification of Polyethylene Plastics Pipe and Fittings Materials) and ASTM F2160 (Standard Specification for Solid Wall, High-Density Polyethylene Conduit Based on Controlled Outside Diameter), and suitable for directional boring installation.
- f. Conduits for direct burial in earth shall be PVC Schedule 40 (minimum wall thickness), UL-listed, rated for 90°C cable-conforming to NEMA Standard TC-2 and UL 651, listed suitable for direct burial in earth, or HDPE Schedule 40 (minimum wall thickness), conforming to NEMA Standard TC-7 and UL 651B, or HDPE SDR 13.5 (minimum wall thickness) manufactured in accordance with ASTM D-3350 (Specification of Polyethylene Plastics Pipe and Fittings Materials) and ASTM F2160 (Standard Specification for Solid Wall, High-Density Polyethylene Conduit Based on Controlled Outside Diameter). Conduits shall be suitable for direct burial in earth and/or concrete encasement.”

CONSTRUCTION METHODS

110-3.7

ADD the following:

Any and all disturbed pavement areas will be restored to original or better condition. Restoration of pavement areas disturbed during the installation of the proposed ducts will be incidental to the respective pay item for which the duct is installed.

METHOD OF MEASUREMENT

110-4.1

ADD the following:

All restoration work associated with installation of ducts and conduits will be considered incidental to the respective item for which they are installed, and no additional measurement will be made. All duct and conduit interface to manholes, handholes, junction structures, or pull boxes including coring of manholes, handholes, junction structures, or pull boxes will be considered incidental to the respective item for which they are installed, and no additional measurement will be made. Conduits, conduit nipples, conduit couplings, and other conduit fittings included with splice cans, junction structures, Navaid installations, base mounted airfield light fixtures, airfield signs, and/or taxi signs, will be considered incidental to the respective item for which they are installed, and no additional measurement will be made.

All lockout/tagout procedures to ensure and maintain safety of personnel will be considered incidental to the respective item of work for which it applies, and no additional compensation will be allowed.

The quantity of conduits, ducts, raceways, and/or other installations associated with the PAPIs will not be measured for payment. This shall be incidental to the respective item for which it is installed or the respective PAPI system installation. This shall be incidental to the respective item for which it is installed and shall include furnishing all materials and for all preparation, assembly, and installation of these materials; for all sawing and pavement removal; and for all excavation and backfilling with aggregate backfill, earth backfill and concrete; for all conduit and duct interface work to handholes/manholes/junction structures including coring of handholes/manholes; and for all labor, equipment, tools, and incidentals necessary to complete the installation.

BASIS OF PAYMENT

110-5.1

ADD the following:

Payment for conduits, ducts, raceways, and/or other installations associated with the PAPIs will not be measured for payment. This shall be incidental to the respective item for which it is installed or the respective PAPI system installation. This shall be incidental to the respective item for which it is installed and shall include furnishing all materials and for all preparation, assembly, and installation of these materials; for all sawing and pavement removal; and for all excavation and backfilling with aggregate backfill, earth backfill and concrete; for all conduit and duct interface work to handholes/manholes/junction structures including coring of handholes/manholes; and for all labor, equipment, tools, and incidentals necessary to complete the installation."

ADD the following:

Payment will be made under:

AR110202 – 2" PVC Duct, Direct Bury – per linear foot.

AR801718 – 2-2" SCH. 40 PVC Directional Bore - per linear foot.

AS110202 – 2" PVC Duct, Direct Bury – per linear foot.

AS801718 – 2-2" SCH. 40 PVC Directional Bore - per linear foot.

REFERENCES

ADD:

American National Standards Institute (ANSI)

ANSI C80.1

Electric Rigid Steel Conduit

ANSI C80.4 Fittings Rigid Metal Conduit and EMT

ASTM International (ASTM)

ASTM D3350 Standard Specification of Polyethylene Plastics Pipe and Fittings
Materials

ASTM F2160 Standard Specifications for Solid Wall, High-Density Polyethylene
Conduit Based on Controlled Outside Diameter (OD)

Federal Aviation Administration Standard (FAA STD)

FAA STD-019G Lighting and Surge Protection, Grounding Bonding and Shielding
Requirements for Facilities and Electronic Equipment

National Electrical Manufacturers Association (NEMA)

NEMA TC-2-2020 Electrical Polyvinyl Chloride (PVC) Conduit

NEMA TC-3-2021 Polyvinyl Chloride (PVC) Fittings for use with Rigid PVC Conduit
and Tubing

NEMA TC-7-2021 Solid-Wall Coilable and Straight Electrical Polyethylene Conduit

National Fire Protection Association (NFPA)

NFPA 70 National Electrical Code (NEC), most current issue in force

NFPA 70E Standard for Electrical Safety in the Workplace.

Occupational Safety and Health Administration (OSHA)

OSHA 29 CFR Part Number 1910; Occupational Safety and Health Standards

Number 1910.147; The control of hazardous energy (lockout/tagout)

Underwriters Laboratories (UL)

UL Standard 651B Standard for Continuous Length High-Density Polyethylene
(HDPE) Conduit

END OF ITEM 110

ITEM 115 ELECTRICAL MANHOLES AND JUNCTION STRUCTURES

METHOD OF MEASUREMENT

115-4.1

All coring, interface and labor associated with conduit, duct, cable in unit duct, and/or cable entries; locating existing utilities, lines, and cables in the respective areas of work; and all coordination with the respective Airport staff, site personnel, and/or FAA personnel will be considered incidental to the respective item for which they are installed, and no additional compensation will be made. Conduits, conduit nipples, conduit couplings, and other conduit fittings included with handholes, junction structures, and/or splice cans, will be considered incidental to the respective item for which they are installed, and no additional compensation will be made. Ground rods, grounding electrode conductors, connections, and associated grounding work included with handholes, junction structures, and/or splice cans, will be considered incidental to the respective item for which they are installed, and no additional compensation will be made. All removals, relocations, adjustments, and associated work to accommodate handhole, junction structure, and/or splice can relocations will be considered incidental to the respective item for which they are installed, and no additional compensation will be made.

All lockout/tagout procedures to ensure and maintain safety of personnel will be considered incidental to the respective item of work for which it applies, and no additional compensation will be allowed.

BASIS OF PAYMENT

115-5.1

ADD:

Payment will be made under:

Item AR801714 – Provide and Install New H-20 Load Rated Concrete Handhole – per each.

Item AS801714 – Provide and Install New H-20 Load Rated Concrete Handhole – per each.

END OF ITEM 115

ITEM 125 INSTALLATION OF AIRPORT LIGHTING SYSTEMS

Equipment and Materials

125-2.13

Delete: REPLACE entire section with:

Light Base and Transformer Housings should conform to the requirements of AC 150/5345-42. Light bases shall be Type L-867, Class 1A or 1B, or L-868, Class 1A or 1B, Size B shall be provided as indicated or as required to accommodate the fixture or device installed thereon. Base plates, cover plates, and adapter plates shall be provided to accommodate various sizes of fixtures. Provide with grounding lug as shown on the drawing. The Contractor is required to maintain an adequate supply of grade adjustment shims on the project site at all times.

125-2.14

Delete: REPLACE entire section with:

Isolation Transformers shall be Type L-830, size as required for each installation. Transformer shall conform to AC 150/5345-47.

125-2.16 Hardware

ADD the following section:

All bolts, nuts, washers and lock washers shall be stainless steel. Install using Loctite® Threadlocker Blue 242, Permatex® Medium Strength Threadlocker Blue, or approved equal.

125-2.17 Plug And Receptacle Cable Connectors

ADD the following section:

L-823, Type I, Class A, meeting the requirements of FAA AC 150/5345-26, current edition.

Basis of Payment

125-5.1

ADD:

Payment will be made under:

Item AR125615 – Abbreviated PAPI (L-881 System) – per each.

Item AS125615 – Abbreviated PAPI (L-881 System) – per each.

END OF ITEM 125

Install Precision Approach Path Indicator (PAPI) for Runway 18/36
Bolingbrook's Clow International Airport

Illinois Project No. 1C5-5132
SBG Project No. 3-17-SBG-TBD
Contract No. BO007

Appendix A
IDA Memorandums

State of Illinois
Department of Transportation
Division of Aeronautics

POLICY MEMORANDUM

March 28, 2022

Springfield

Number 96-1A

TO: CONSULTING ENGINEERS

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

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

II. PROCESS

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

III. PRODUCTION TESTING

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

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

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

Appendix B
Geotechnical Report

Bolingbrook's Clow International Airport PAPI Lighting

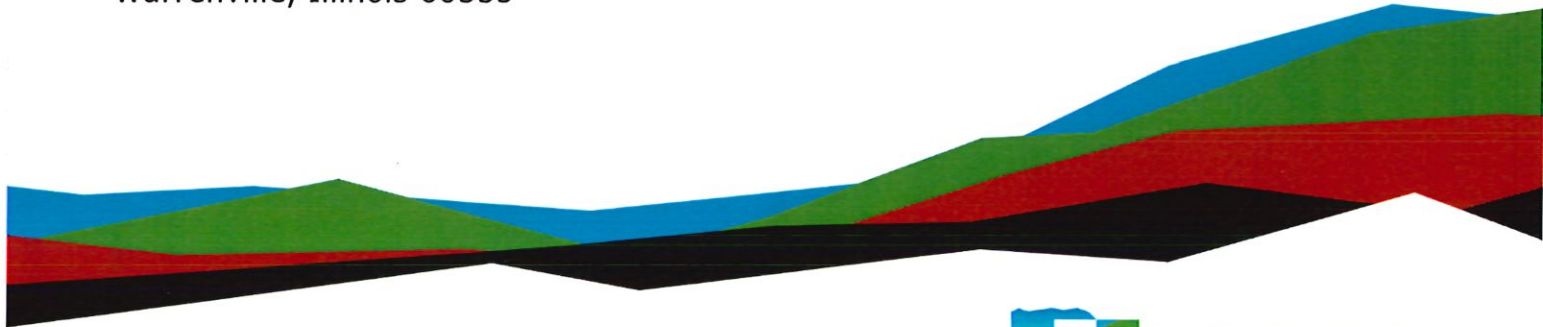
Geotechnical Engineering Report

Bolingbrook, IL

April 17, 2025 | Terracon Project No. KE245585

Prepared for:

Kimley-Horn and Associates, Inc.
4201 Winfield Road, Suite 600
Warrenville, Illinois 60555



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■ Facilities
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P (630) 953-9928
Terracon.com

April 17, 2025

Kimley-Horn and Associates, Inc.
4201 Winfield Road, Suite 600
Warrenville, Illinois 60555

Attn: Mr. Junaid Yahya
P: (630) 487-3472
E: Junaid.yahya@kimley-horn.com

Re: Geotechnical Engineering Report
Bolingbrook's Clow International Airport PAPI Lighting
130 Clow International Pkwy C
Bolingbrook, IL
Terracon Project No. KE245585

Dear Mr. Yahya:

We have completed the scope of Geotechnical Engineering services for the referenced project in general accordance with Terracon Proposal No. PKE245585R1 dated December 19, 2024. This report presents the findings of the subsurface exploration and provides geotechnical recommendations concerning earthwork and the design and construction of mat foundations for the proposed project.

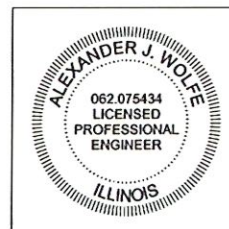
We appreciate the opportunity to be of service to you on this project. If you have any questions concerning this report or if we may be of further service, please contact us.

Sincerely,

Terracon
(Illinois Firm Registration No. 184004050-0006)

Rajneesh K. Singh

Rajneesh K. Singh
Senior Geotechnical Staff Engineer



Alexander J. Wolfe

Alexander J. Wolfe, P.E.
Principal / Department Manager
Illinois No. 062.075434
Renews: 11/30/2025

Table of Contents

Introduction	2
Project Description	2
Site Conditions	3
Geotechnical Characterization	4
Subsurface Profile	4
Groundwater Conditions.....	4
Geotechnical Overview	5
Earthwork.....	5
Site Preparation	5
Subgrade Preparation	6
Fill Material Types.....	7
Fill Placement and Compaction Requirements	8
Grading and Drainage.....	9
Earthwork Construction Considerations	9
Construction Observation and Testing	10
Shallow Foundations.....	11
Mat Foundation Design Parameters – Compressive Loads	11
Shallow Foundation Construction Considerations	12
Frost Considerations.....	14
General Comments	14

Figures

GeoModel

Attachments

Exploration and Testing Procedures
Site Location and Exploration Plans
Exploration and Laboratory Results
Supporting Information

Geotechnical Engineering Report

Bolingbrook's Clow International Airport PAPI Lighting | Bolingbrook, IL

April 17, 2025 | Terracon Project No. KE245585



Introduction

This report presents the results of our subsurface exploration and Geotechnical Engineering services performed for the proposed Bolingbrook's Clow International Airport PAPI Lighting to be located at 130 Clow International Pkwy C in Bolingbrook, IL. The purpose of these services was to provide information and geotechnical engineering recommendations relative to:

- Subsurface soil conditions
- Groundwater conditions
- Site/subgrade preparation and earthwork
- Foundation design and construction
- Frost considerations

The geotechnical engineering Scope of Services for this project included the advancement of test borings, laboratory testing, engineering analysis, and preparation of this report.

Drawings of the site and boring locations are shown on the [Site Location](#) and [Exploration Plan](#), respectively. The results of the laboratory testing performed on soil samples obtained from the site during our field exploration are included on the boring logs in the [Exploration Results](#) section.

Project Description

Our initial understanding of the project was provided in our proposal and was discussed during project planning.

Item	Description
Information Provided	<p>An email request for proposal was provided by Luke Burlingame, of Kimley-Horn on November 18, 2024. The request included:</p> <ul style="list-style-type: none">■ 2024-11-26 PAPI Boring Locations.pdf■ Pages from Aeronautics Standard AE Agreement (effective 06-30-12).pdf

Geotechnical Engineering Report

Bolingbrook's Clow International Airport PAPI Lighting | Bolingbrook, IL

April 17, 2025 | Terracon Project No. KE245585



Item	Description
Project Description	<p>The project consists of installation of New Precision Approach Path Indicator (PAPI) lighting at each end of the runway.</p> <p>We anticipate the new PAPI lighting will be supported on concrete mat foundations. We anticipate the mats will have maximum plan dimensions of 5 feet by 5 feet.</p>
Maximum Loads (assumed)	<p>Structural loads were not provided, and we have assumed the following:</p> <ul style="list-style-type: none">■ Mat Contact pressure less than 500 psf
Grading	<p>Less than 2 feet of cut and/or fill are anticipated for the proposed construction.</p>
Below grade areas	<p>None anticipated</p>

Terracon should be notified if any of the above information is inconsistent with the planned construction, as modifications to our recommendations may be necessary.

Site Conditions

The following description of site conditions is derived from our site visit in association with the field exploration and our review of publicly available geologic and topographic maps.

Item	Description
Parcel Information	<p>The proposed project is located at 130 Clow International Pkwy C in Bolingbrook, Illinois.</p> <p>Approximate Latitude 41.6984° N Longitude 88.1299° W (See Site Location)</p>
Existing Improvements	<p>The sites for the PAPI lighting are adjacent to an active runway at the Bolingbrook airport and includes the following features:</p> <ul style="list-style-type: none">■ Hangars and airport service buildings on the east side of the airport facility.■ Residential homes on the west side of the airport facility.
Current Ground Cover	<p>Mowed grass, concrete runway</p>

Geotechnical Engineering Report

Bolingbrook's Clow International Airport PAPI Lighting | Bolingbrook, IL

April 17, 2025 | Terracon Project No. KE245585



Item	Description
Existing Topography	The site appears gently rolling with surface elevations of about 652 feet at B-1 location and 667 feet at B-2 location.

Geotechnical Characterization

Subsurface Profile

We have developed a general characterization of the subsurface conditions based upon our review of the subsurface exploration, laboratory data, and our understanding of the project. This characterization, termed GeoModel, forms the basis of our geotechnical calculations and evaluation of the site. Conditions observed at each exploration point are indicated on the individual logs. The individual logs can be found in the [Exploration Results](#).

As part of our analyses, we identified the following model layers within the subsurface profile. For a more detailed view of the model layer depths at each boring location, refer to the GeoModel in the [Figures](#) section.

Model Layer	Layer Name	General Description
1	Topsoil	Approx. 3 to 4 inches of topsoil
2	Lean Clay	Medium stiff at boring B-1 and stiff to hard at boring B-2

Groundwater Conditions

The borings were advanced using hollow stem augers allowing for short-term groundwater observations to be made while drilling. The boreholes were observed while drilling and after completion for the presence and level of groundwater.

Groundwater was not observed while drilling and shortly after the completion of the boring.

The water levels observed in the borings do not necessarily correspond to stable groundwater levels. Long term observations in piezometers or observation wells sealed from the influence of surface water are often required to define groundwater levels, and subsurface water conditions may be different at the time of construction and over the life of the structure. Groundwater conditions may change because of seasonal variations in rainfall, runoff,

Geotechnical Engineering Report

Bolingbrook's Clow International Airport PAPI Lighting | Bolingbrook, IL
April 17, 2025 | Terracon Project No. KE245585



and other conditions not apparent at the time of drilling. Long-term groundwater monitoring was outside the scope of services for this project.

Geotechnical Overview

The recommendations contained in this report are based upon the results of field and laboratory testing (presented in the [Exploration Results](#)), engineering analyses, and our current understanding of the proposed project. The [General Comments](#) section provides an understanding of the report limitations.

The proposed PAPI lights can be supported on shallow mat foundations bearing on medium stiff to stiff lean clay, or on newly placed structural fill or lean concrete extending to suitable native soils at minimum footing frost depths. A net allowable soil bearing pressure of 500 pounds per square foot (psf) can be used for mat foundations supported directly on the medium stiff to stiff lean clay.

The soils on this site are frost susceptible, and small amounts of water can affect the performance of the grade-supported elements. Exterior mats and slabs should be anticipated to heave during winter months. The [Frost Considerations](#) section provides recommendations if frost action needs to be reduced in critical areas.

Earthwork

Earthwork is anticipated to include clearing and grubbing, excavations, and structural fill placement. The following sections provide recommendations for use in the preparation of specifications for the work. Recommendations include quality criteria, as necessary, to render the site in the state considered in our geotechnical engineering evaluation for foundations.

Site Preparation

Site preparation should commence with removal of any existing pavements, vegetation, topsoil, and root mats. To the extent practical, existing utilities should be rerouted around the area of new construction.

Once initial stripping and cutting have been completed, the exposed subgrade soils should be compacted with self-propelled compaction equipment. The compaction should be performed under the observation of the Geotechnical Engineer. Weak or unsuitable soils should be improved by scarifying and compaction or by removal and replacement with an approved structural fill as discussed in Fill Material Types. Excessively wet or dry material should either be removed or moisture conditioned and recompacted. The [Frost](#)

Considerations section provides recommendations if frost action needs to be reduced for the structures.

Prior to placement of fill in areas below design grade and after completion of rough grading in cut areas of the site, the upper 8 inches of the subgrade should be scarified, moisture conditioned, and compacted to the density and moisture content ranges recommended in the **Fill Placement and Compaction Requirements** section of this report. The Geotechnical Engineer should observe subgrade preparation. Unstable areas identified during scarification and compaction should either be stabilized or undercut as recommended in the **Subgrade Preparation** section of this report.

Subgrade Preparation

Based on the outcome of the site preparation operations and season of construction, some subgrade stabilization should be expected for the site, especially if construction occurs during wet periods of the year.

If unsuitable areas are observed, subgrade improvement will be necessary to establish a suitable subgrade support condition. Terracon should be retained to discuss stabilization options. Potential methods of subgrade improvement are described below. The appropriate method of improvement, if required, would be dependent on factors such as schedule, weather, the size of area to be stabilized, and the nature of the instability. More detailed recommendations can be provided during construction as the need for subgrade stabilization occurs.

- **Scarification and Compaction** – It may be feasible to scarify, moisture condition (i.e., dry or moisten), and recompact the exposed soils. The success of this procedure would depend primarily upon favorable weather and sufficient time to dry the soils. Even with adequate time and favorable weather, stable subgrades may not be achieved if the thickness of the unstable material is greater than about 1 to 1½ feet.
- **Undercut and Replacement with Crushed Stone/Aggregate** – The use of crushed stone, crushed concrete, and/or gravel could be considered to improve subgrade stability. To limit depths of undercuts, the use of a geogrid could be considered after underground work, such as utility construction, is completed. The manufacturer's specifications for each reinforcement product should be verified prior to material purchase/delivery and placement at this site.

Geotechnical Engineering Report

Bolingbrook's Clow International Airport PAPI Lighting | Bolingbrook, IL

April 17, 2025 | Terracon Project No. KE245585



Fill Material Types

Fill required to achieve design grade should be classified as structural fill and general fill. Structural fill is material used below, or within 10 feet of structures, pavements or constructed slopes. General fill is material used to achieve grade outside of these areas.

Reuse of On-Site Soil: Excavated on-site soil that satisfy the recommendations in this report may be selectively reused as fill. Moisture conditioning (e.g., wetting or drying) will be necessary to achieve compaction requirements if fine-grained materials are used as structural fill for the project.

Material property requirements for on-site soil for use as general fill and structural fill are noted in the table below:

Property	General Fill	Structural Fill
Composition	Free of deleterious material	Free of deleterious material
Maximum particle size	6 inches (or 2/3 of the lift thickness)	3 inches
Plasticity	Not limited	Liquid Limit less than 45 Plasticity Index less than 23
GeoModel Layer Expected to be Suitable ¹	2	2

1. GeoModel Layer suitability is based on subsurface exploration. Actual material suitability should be determined in the field at time of construction. Specific material requirements will need to be satisfied based on intended use.

Imported Fill Materials: Imported fill materials should meet the following material property requirements.

Soil Type ¹	USCS Classification	Acceptable Location for Placement
Low Plasticity Cohesive ²	CL, CL-ML	<ul style="list-style-type: none">■ Site mass grading fill■ Below aggregate base for grade-supported slabs and pavements

Geotechnical Engineering Report

Bolingbrook's Clow International Airport PAPI Lighting | Bolingbrook, IL

April 17, 2025 | Terracon Project No. KE245585



Soil Type ¹	USCS Classification	Acceptable Location for Placement
Granular ³	GW, GP, GM, GC, SW, SP, SM, SC	<ul style="list-style-type: none">Below grade-supported slabs and pavementsBelow foundations in overexcavations
Unsuitable	CL/CH, CH, MH, OL, OH, PT, ML	N/A

1. Structural and general fill should consist of approved materials free of organic matter and debris. Frozen material should not be used, and fill should not be placed on a frozen subgrade. A sample of each material type should be submitted to the Geotechnical Engineer for evaluation prior to use on this site. Additional geotechnical consultation should be provided prior to use of uniformly graded gravel on the site.
2. By our definition, low plasticity materials should have a liquid limit of 45 or less and a plasticity index of 23 or less (ASTM D4318). Import of moderate to high plasticity fine-grained soil is not recommended. Fine grained materials (e.g., clays) can be difficult to compact in relatively small areas (e.g., excavations for foundations and utilities), and we recommend fine-grained materials are only used where placed with proper equipment during mass grading.
3. Specific material requirements will need to be satisfied based on intended use.

Fill Placement and Compaction Requirements

Structural and general fill should meet the following compaction requirements.

Item	Structural Fill	General Fill
Maximum Lift Thickness	8 inches or less in loose thickness when heavy, self-propelled compaction equipment is used 4 to 6 inches in loose thickness when hand-guided equipment (i.e. jumping jack or plate compactor) is used	Same as structural fill
Minimum Compaction Requirements ^{1,2,3}	95% of the maximum dry density	90% of maximum dry density

Geotechnical Engineering Report

Bolingbrook's Clow International Airport PAPI Lighting | Bolingbrook, IL

April 17, 2025 | Terracon Project No. KE245585



Item	Structural Fill	General Fill
Water Content Range ¹	Low Plasticity Cohesive: -2% to +3% of optimum moisture content at the time of placement and compaction Granular: As required to achieve minimum compaction requirements.	As required to achieve minimum compaction requirements

1. Maximum density and optimum water content as determined by the Modified Proctor test (ASTM D1557).
2. Moisture levels should be maintained to achieve compaction without bulking during placement or pumping when proofrolled.
3. If the granular material is a coarse sand or gravel, or of a uniform size, or has a low fines content, compaction comparison to relative density may be more appropriate. In this case, granular materials should be compacted to at least 70% relative density (ASTM D 4253 and D 4254). Materials not amenable to density testing should be placed and compacted to a stable condition observed by the Geotechnical Engineer or representative.

Grading and Drainage

All grades must provide effective/positive drainage away from the structure during and after construction and should be maintained throughout the life of the structure. Water retained next to the structure can result in soil movements greater than those discussed in this report. Exposed ground should be sloped and maintained at a minimum 5 percent away from the structure for at least 10 feet beyond the perimeter of the structure.

Planting trees, large shrubs, or other vegetation adjacent to structures supported on shallow foundations and/or with grade-supported slabs is not recommended. Trees and large shrubs can develop extensive root systems that can draw moisture from the subgrade soils, causing them to shrink during dry periods of the year. Drying or desiccation of clay soils below shallow foundations and grade-supported slabs can result in settlement of the foundations and slabs.

Earthwork Construction Considerations

Upon completion of filling and grading, care should be taken to maintain the subgrade water content prior to construction of grade-supported improvements such as slabs. Construction traffic over the completed subgrades should be avoided. The site should also be graded to prevent ponding of surface water on the prepared subgrades or in excavations. Water collecting over or adjacent to construction areas should be removed. If the subgrade freezes, desiccates, saturates, or is disturbed, the affected material

Geotechnical Engineering Report

Bolingbrook's Clow International Airport PAPI Lighting | Bolingbrook, IL

April 17, 2025 | Terracon Project No. KE245585



should be removed, or the materials should be scarified, moisture conditioned, and recompacted prior to slab construction.

If water seepage is encountered or if surface water collects in open excavations, the contractor should be prepared to remove water from the excavations. Water should not be allowed to accumulate in the bottom of the excavations. Water seepage that may occur can likely be managed by sump pits and pumps.

As a minimum, excavations should be performed in accordance with OSHA 29 CFR, Part 1926, Subpart P, "Excavations" and its appendices, and in accordance with any applicable local and/or state regulations.

Construction site safety is the sole responsibility of the contractor who controls the means, methods, and sequencing of construction operations. Under **no** circumstances shall the information provided herein be interpreted to mean Terracon is assuming responsibility for construction site safety or the contractor's activities; such responsibility shall neither be implied nor inferred.

Excavations or other activities resulting in ground disturbance have the potential to affect adjoining properties and structures. Our Scope of Services does not include review of available final grading information or consider potential temporary grading performed by the Contractor for potential effects such as ground movement beyond the project limits. A preconstruction/ precondition survey should be conducted to document nearby property/infrastructure prior to any site development activity. Excavation or ground disturbance activities adjacent or near property lines should be monitored or instrumented for potential ground movements that could negatively affect adjoining property and/or structures.

Construction Observation and Testing

The earthwork efforts should be observed by the Geotechnical Engineer. Observation should include documentation of adequate removal of surficial materials (vegetation, topsoil, and pavements), evaluation and remediation of existing fill materials, as well as proofrolling and mitigation of unsuitable areas identified during construction.

Each lift of compacted fill should be tested, evaluated, and reworked, as necessary, as recommended by the Geotechnical Engineer prior to placement of additional lifts. In areas of foundation excavations, the bearing subgrade should be evaluated by the Geotechnical Engineer or their representative. If unanticipated conditions are observed, the Geotechnical Engineer should recommend mitigation options.

In addition to the documentation of the essential parameters necessary for construction, the continuation of the Geotechnical Engineer into the construction phase of the project

Geotechnical Engineering Report

Bolingbrook's Clow International Airport PAPI Lighting | Bolingbrook, IL
April 17, 2025 | Terracon Project No. KE245585



provides the continuity to maintain the Geotechnical Engineer's evaluation of subsurface conditions, including assessing variations and associated design changes.

Shallow Foundations

If the site has been prepared in accordance with the requirements noted in [Earthwork](#), the following design parameters are applicable for mat foundations. The [Frost Considerations](#) section provides recommendations if frost action needs to be reduced for the structures.

Mat Foundation Design Parameters – Compressive Loads

Item	Description
Net Allowable Bearing Pressure 1, 2	500 psf
Required Bearing Stratum 2, 3	<ul style="list-style-type: none">■ GeoModel Layer 2, medium stiff to stiff native lean clay■ New structural fill
Foundation Dimensions 4	Total plan area of 25 square feet or less as noted in Project Description with maximum plan dimensions of 5 feet by 5 feet.
Minimum Embedment below Finished Grade 3	3½ feet
Estimated Total Settlement from Structural Loads 2, 5	Less than 1 inch
Estimated Differential Settlement 2, 5	About ⅓ of total settlement
Estimated Modulus of Subgrade Reaction 6	110 pounds per square inch per inch (psi/in.) for point loads

Geotechnical Engineering Report

Bolingbrook's Clow International Airport PAPI Lighting | Bolingbrook, IL
April 17, 2025 | Terracon Project No. KE245585



Item	Description
1.	The maximum net allowable bearing pressure is the pressure in excess of the minimum surrounding overburden pressure at the footing base elevation.
2.	Unsuitable or unstable soils should be overexcavated and replaced per the recommendations presented in Earthwork .
3.	Finished grade assumed to be the existing grade at boring location.
4.	Values provided are for the dimensions and maximum loads presented in the table above and noted in Project Description and are intended to protect mat foundations from experiencing settlement greater than 1 inch. We understand specific mat foundation conditions may occur which do not meet the constraints of the allowable soil bearing pressure and/or foundation dimensions presented in this table. These specific conditions should be assessed on a case-by-case basis prior to design once the specific foundation dimensions and loads are known.
5.	Foundation settlement will depend upon the variations within the subsurface soil profile, the structural loading conditions, the embedment depth of the slab and slab reinforcing, the thickness of compacted fill, and the quality of earthwork operations. Settlements at the corners and edges of the mats are expected to approach approximately $\frac{1}{2}$ to $\frac{3}{8}$ of the total settlement at the center. Control joints and sufficiently flexible connections are recommended help to accommodate differential settlement. Settlement estimates are valid for the mat foundation dimensions described in the Project Description section.
6.	Modulus of subgrade reaction is an estimated value based on our experience with the subgrade condition, the requirements noted in Earthwork , and the mat support as noted in this table. It is provided for point loads (e.g., less than 1 foot x 1 foot loaded area). For large area loads the modulus of subgrade reaction would be lower, and Terracon can provide adjustment factors.

We anticipate the Structural Engineer will design the mat to provide some level of rigidity either through thickness or ribs/cellular construction techniques to promote more uniform settlement. The Structural Engineer should provide our Geotechnical Engineer with the anticipated pressure on so that settlement and the corresponding soil modulus of subgrade reaction can be subsequently estimated.

Shallow Foundation Construction Considerations

The base of all foundation excavations should be free of water and loose soil, prior to placing concrete. Concrete should be placed soon after excavating to reduce bearing soil disturbance. Care should be taken to prevent wetting or drying of the bearing materials during construction. Excessively wet or dry material or any loose/disturbed material in

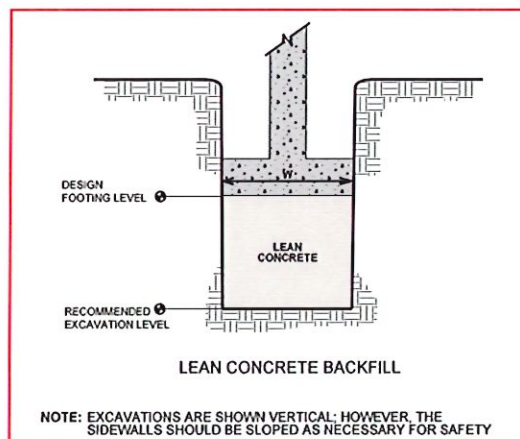
Geotechnical Engineering Report

Bolingbrook's Clow International Airport PAPI Lighting | Bolingbrook, IL
April 17, 2025 | Terracon Project No. KE245585

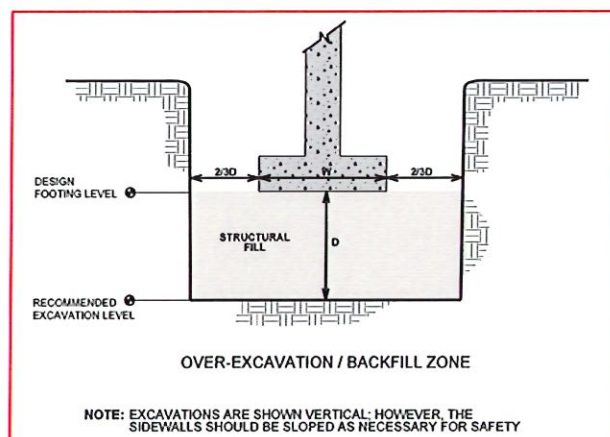


the bottom of the footing excavations should be removed/reconditioned before foundation concrete is placed.

An overexcavation procedure should be implemented where native clay soils exhibit estimated unconfined compressive strengths of less than 1000 psf within 2 feet of the design footing level. If unsuitable bearing soils are observed at the base of the planned footing excavation, the excavation should be extended deeper to suitable soils, and the footings could bear directly on these soils at the lower level or on lean concrete backfill placed in the excavations. The lean concrete replacement zone is illustrated on the sketch below. If lean concrete backfill (minimum 28-day compressive strength of 1,000 psi) is used and suitable soils are encountered at the base of the excavation, widening of the footing excavation may not be needed.



Alternatively, unsuitable soils could be overexcavated and widened to allow for granular structural fill placement below footings as shown below. The overexcavation should be backfilled up to the design footing level, with IDOT CA-6 material (or similar approved materials) and compacted as recommended in the [Earthwork](#) section.



Frost Considerations

The soils on this site are frost susceptible, and small amounts of water can affect the performance of the slabs on-grade, sidewalks, and pavements. Exterior slabs should be anticipated to heave during winter months. If frost action needs to be reduced in critical areas, we recommend the use of low-frost susceptible (LFS) fill or structural slabs (for instance, structural stoops in front of building doors). Low-frost susceptible materials should consist of a well-graded, clean granular material with less than 6% passing the No. 200 sieve. Placement of LFS material in large areas may not be feasible; however, the following recommendations are provided to help reduce potential frost heave:

- Provide surface drainage away from the slabs, and toward the site drainage system.
- Install drains around the perimeter of the exterior slabs and connect them to the site drainage system.
- Grade clayey subgrades so groundwater potentially perched in overlying fill or aggregate base, slope toward a site drainage system.
- Place LFS fill as backfill beneath slabs and pavements critical to the project.
- Place a 3 horizontal to 1 vertical (3H:1V) transition zone between LFS fill and other soils.
- Place LFS materials in critical slab or sidewalk areas.

As an alternative to extending LFS fill to the full frost depth, consideration can be made to placing extruded polystyrene or cellular concrete under a buffer of at least 2 feet of LFS material.

General Comments

Our analysis and opinions are based upon our understanding of the project, the geotechnical conditions in the area, and the data obtained from our site exploration. Variations will occur between exploration point locations or due to the modifying effects of construction or weather. The nature and extent of such variations may not become evident until during or after construction. Terracon should be retained as the Geotechnical Engineer, where noted in this report, to provide observation and testing services during pertinent construction phases. If variations appear, we can provide further evaluation and supplemental recommendations. If variations are noted in the absence of our observation and testing services on-site, we should be immediately notified so that we can provide evaluation and supplemental recommendations.

Our Scope of Services does not include either specifically or by implication any environmental or biological (e.g., mold, fungi, bacteria) assessment of the site or identification or prevention of pollutants, hazardous materials or conditions. If the owner

Geotechnical Engineering Report

Bolingbrook's Clow International Airport PAPI Lighting | Bolingbrook, IL
April 17, 2025 | Terracon Project No. KE245585



is concerned about the potential for such contamination or pollution, other studies should be undertaken.

Our services and any correspondence are intended for the sole benefit and exclusive use of our client for specific application to the project discussed and are accomplished in accordance with generally accepted geotechnical engineering practices with no third-party beneficiaries intended. Any third-party access to services or correspondence is solely for information purposes to support the services provided by Terracon to our client. Reliance upon the services and any work product is limited to our client and is not intended for third parties. Any use or reliance of the provided information by third parties is done solely at their own risk. No warranties, either express or implied, are intended or made.

Site characteristics as provided are for design purposes and not to estimate excavation cost. Any use of our report in that regard is done at the sole risk of the excavating cost estimator as there may be variations on the site that are not apparent in the data that could significantly affect excavation cost. Any parties charged with estimating excavation costs should seek their own site characterization for specific purposes to obtain the specific level of detail necessary for costing. Site safety and cost estimating including excavation support and dewatering requirements/design are the responsibility of others. Construction and site development have the potential to affect adjacent properties. Such impacts can include damages due to vibration, modification of groundwater/surface water flow during construction, foundation movement due to undermining or subsidence from excavation, as well as noise or air quality concerns. Evaluation of these items on nearby properties are commonly associated with contractor means and methods and are not addressed in this report. The owner and contractor should consider a preconstruction/precondition survey of surrounding development. If changes in the nature, design, or location of the project are planned, our conclusions and recommendations shall not be considered valid unless we review the changes and either verify or modify our conclusions in writing.

Geotechnical Engineering Report

Bolingbrook's Clow International Airport PAPI Lighting | Bolingbrook, IL
April 17, 2025 | Terracon Project No. KE245585

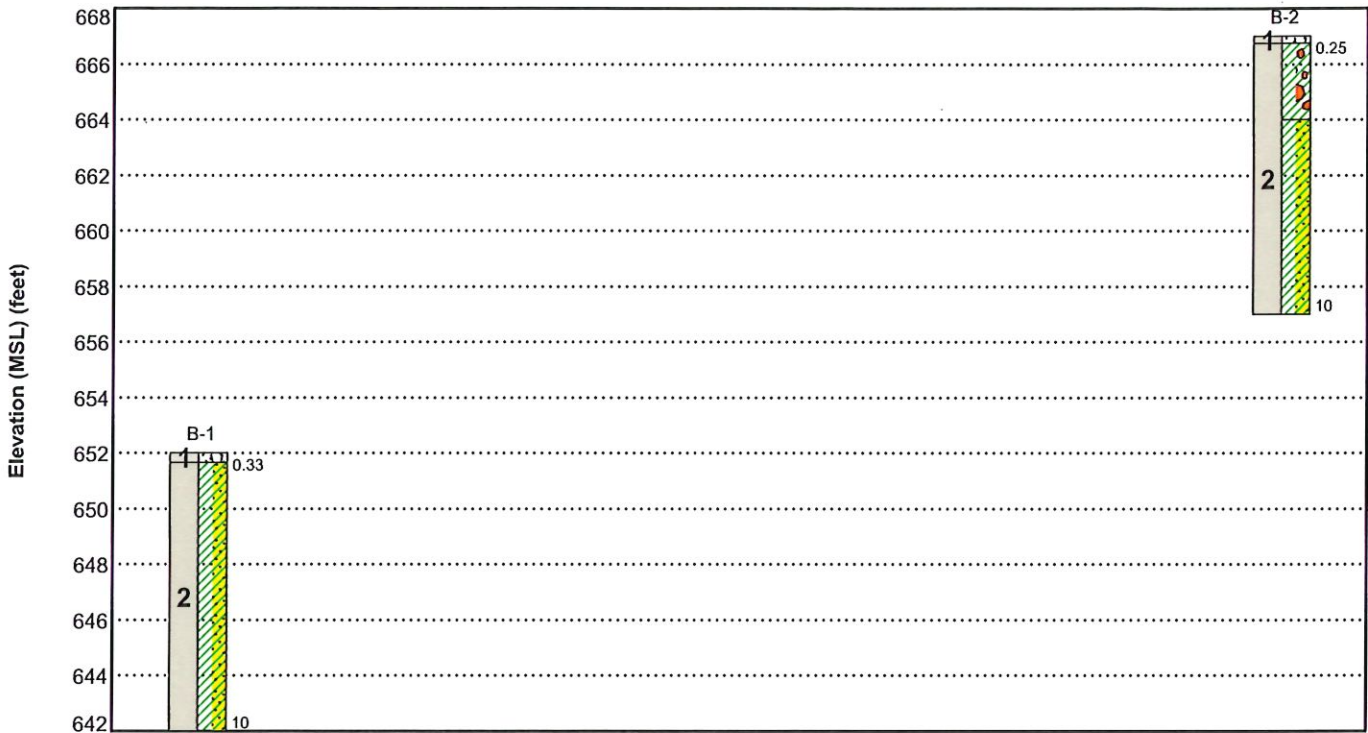


Figures

Contents:

GeoModel

GeoModel



This is not a cross section. This is intended to display the Geotechnical Model only. See individual logs for more detailed conditions.

Model Layer	Layer Name	General Description
1	Topsoil	Approx. 3 to 4 inches of topsoil
2	Lean Clay	Medium stiff at boring B-1 & stiff to hard at boring B-2

LEGEND

- Topsoil
- Lean Clay with Sand
- Lean Clay with Gravel

NOTES:
Layering shown on this figure has been developed by the geotechnical engineer for purposes of modeling the subsurface conditions as required for the subsequent geotechnical engineering for this project.
Numbers adjacent to soil column indicate depth below ground surface.

Geotechnical Engineering Report

Bolingbrook's Clow International Airport PAPI Lighting | Bolingbrook, IL
April 17, 2025 | Terracon Project No. KE245585



Attachments

Exploration and Testing Procedures

Field Exploration

Borings	Boring Depth (feet) ¹	Location
B-1 & B-2	10	Proposed PAPI lighting locations

1. The drilled boring locations are shown on the attached **Exploration Plan**.

Boring Layout and Elevations: We used handheld GPS equipment to locate borings with limited horizontal and vertical accuracy. The ground surface elevations indicated on the logs are approximate and obtained from the GPS. The boring locations were laid out using a best-fit overlay of the proposed site diagram on an aerial photograph.

The locations and elevations of the borings are considered accurate only to the degree implied by the means and methods used to define them. If more precise elevations and boring layout are desired, we recommend using a professional surveyor.

Subsurface Exploration Procedures: A subcontracted exploration team advanced the borings with a track-mounted drill rig using continuous hollow stem augers. Soil sampling was performed using split-barrel sampling and Shelby tube sampling procedures. In the split-barrel sampling procedure, a standard 2-inch outer diameter split-barrel sampling spoon is driven into the ground by a 140-pound automatic hammer falling a distance of 30 inches. The number of blows required to advance the sampling spoon the last 12 inches of a normal 18-inch penetration is recorded as the Standard Penetration Test (SPT) resistance value. The SPT resistance values, also referred to as N-values, are indicated on the boring logs at the test depths. The samples were placed in appropriate containers, taken to our laboratory for testing, and classified by a geologist.

Our field geologist prepared field boring logs as part of the drilling operations. These field logs include visual classifications of the materials encountered during drilling and our interpretation of the subsurface conditions between samples. The sampling depths, penetration distances, and other sampling information were recorded on the field boring logs. The samples were placed in appropriate containers and taken to our soil laboratory for testing. Final boring logs were prepared from the field logs. The final boring logs represent the geotechnical engineer's interpretation of the field logs and include modifications based on observations and tests of the samples in our laboratory.

Geotechnical Engineering Report

Bolingbrook's Clow International Airport PAPI Lighting | Bolingbrook, IL
April 17, 2025 | Terracon Project No. KE245585



Laboratory Testing

The project engineer reviewed field data and assigned laboratory tests to understand the engineering properties of various soil strata. the following laboratory testing were performed:

- Water content
- Atterberg limits
- Particle size analysis

Based on the results of our field and laboratory programs, we described and classified soil samples in accordance with the Unified Soil Classification System (USCS).

Geotechnical Engineering Report

Bolingbrook's Clow International Airport PAPI Lighting | Bolingbrook, IL
April 17, 2025 | Terracon Project No. KE245585



Site Location and Exploration Plans

Contents:

Site Location Plan
Exploration Plan

Note: All attachments are one page unless noted above.

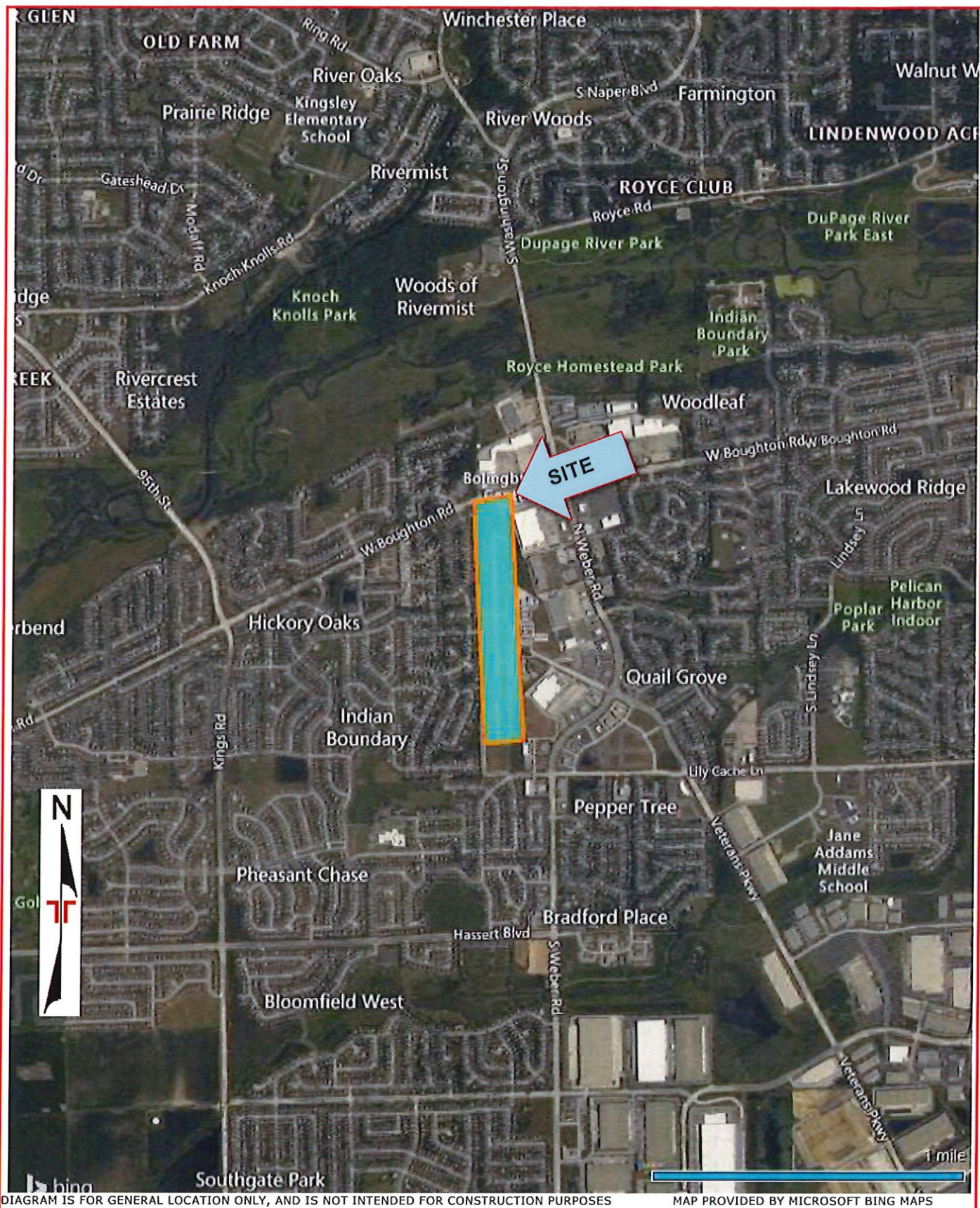


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

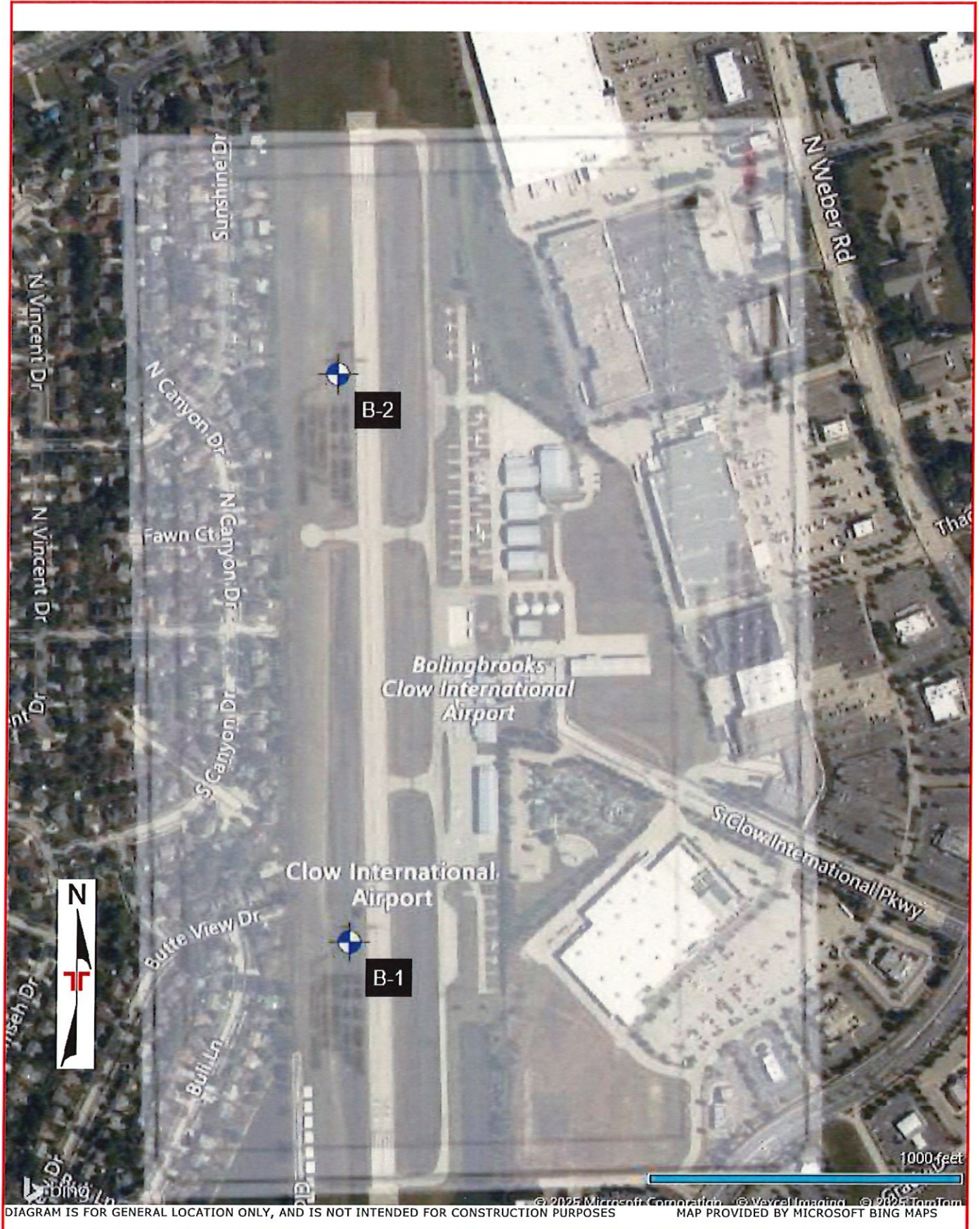
MAP PROVIDED BY MICROSOFT BING MAPS

Geotechnical Engineering Report

Bolingbrook's Clow International Airport PAPI Lighting | Bolingbrook, IL
April 17, 2025 | Terracon Project No. KE245585



Exploration Plan





Exploration and Laboratory Results

Contents:

Boring Logs (B-1 and B-2)
Particle size analysis

Note: All attachments are one page unless noted above.

Boring Log No. B-1

Model Layer	Graphic Log	Location: See Exploration Plan Latitude: 41.6934° Longitude: -88.1297°	Depth (Ft.)	Elevation.: 652 (Ft.)	Depth (Ft.)	Water Level Observations	Sample Type	Recovery (In.)	Field Test Results	Unconfined Compressive Strength (tsf)	Water Content (%)	Dry Unit Weight (pcf)	Atterberg Limits LL-PL-PI
1		0.3 APPROX. 4 INCHES OF TOPSOIL	0.3	651.67									
2		LEAN CLAY WITH SAND (CL) , trace gravel, brown to gray, medium stiff			5			8	3-3-4 N=7 1.2 (HP)		28.9		
								12		2.72	21.9	104	48-19-29
								10	3-3-4 N=7 1.5 (HP)		24.5		
								10	3-3-3 N=6 1.2 B		25.1		
		10.0 Boring Terminated at 10 Feet	10.0	642	10								

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (if any).
See [Supporting Information](#) for explanation of symbols and abbreviations.

Notes

Rimac test results presented in Field Test Results column in tsf
B=bulge failure of Rimac tested sample
S=shear failure of Rimac Test
HP=hand penetrometer test (tsf)

Water Level Observations

None observed while drilling
None observed at the completion of drilling

Advancement Method

"3.25" ID Hollow Stem Auger"

Abandonment Method

Boring backfilled with Auger Cuttings and/or Bentonite

Drill Rig
TMR D-50

Hammer Type
Automatic

Driller
Geocon

Logged by
KJ

Boring Started
03-19-2025

Boring Completed
03-19-2025

Boring Log No. B-2

Model Layer	Graphic Log	Location: See Exploration Plan Latitude: 41.6984° Longitude: -88.1299°	Depth (Ft.)	Elevation.: 667 (Ft.)	Water Level Observations	Sample Type	Recovery (In.)	Field Test Results	Unconfined Compressive Strength (tsf)	Water Content (%)	Dry Unit Weight (pcf)	Atterberg Limits LL-PL-PI
1		Depth (Ft.)	0.3	666.75								
		APPROX. 3 INCHES OF TOPSOIL										
		LEAN CLAY WITH GRAVEL (CL), brown, hard					6	1-16-50 N=66 1.0 (HP)		29.1		43-19-24
2		Depth (Ft.)	3.0	664								
		LEAN CLAY WITH SAND (CL), trace gravel, brown to gray, stiff to very stiff, -possible boulder					10	5-7-8 N=15 1.5 (HP)		21.2		
							14	10-13-17 N=30 1.0 (HP)		22.1		
							14	6-9-12 N=21 3.0 B		17.9		
		10.0	657									
		Boring Terminated at 10 Feet										

See **Exploration and Testing Procedures** for a description of field and laboratory procedures used and additional data (If any).
See **Supporting Information** for explanation of symbols and abbreviations.

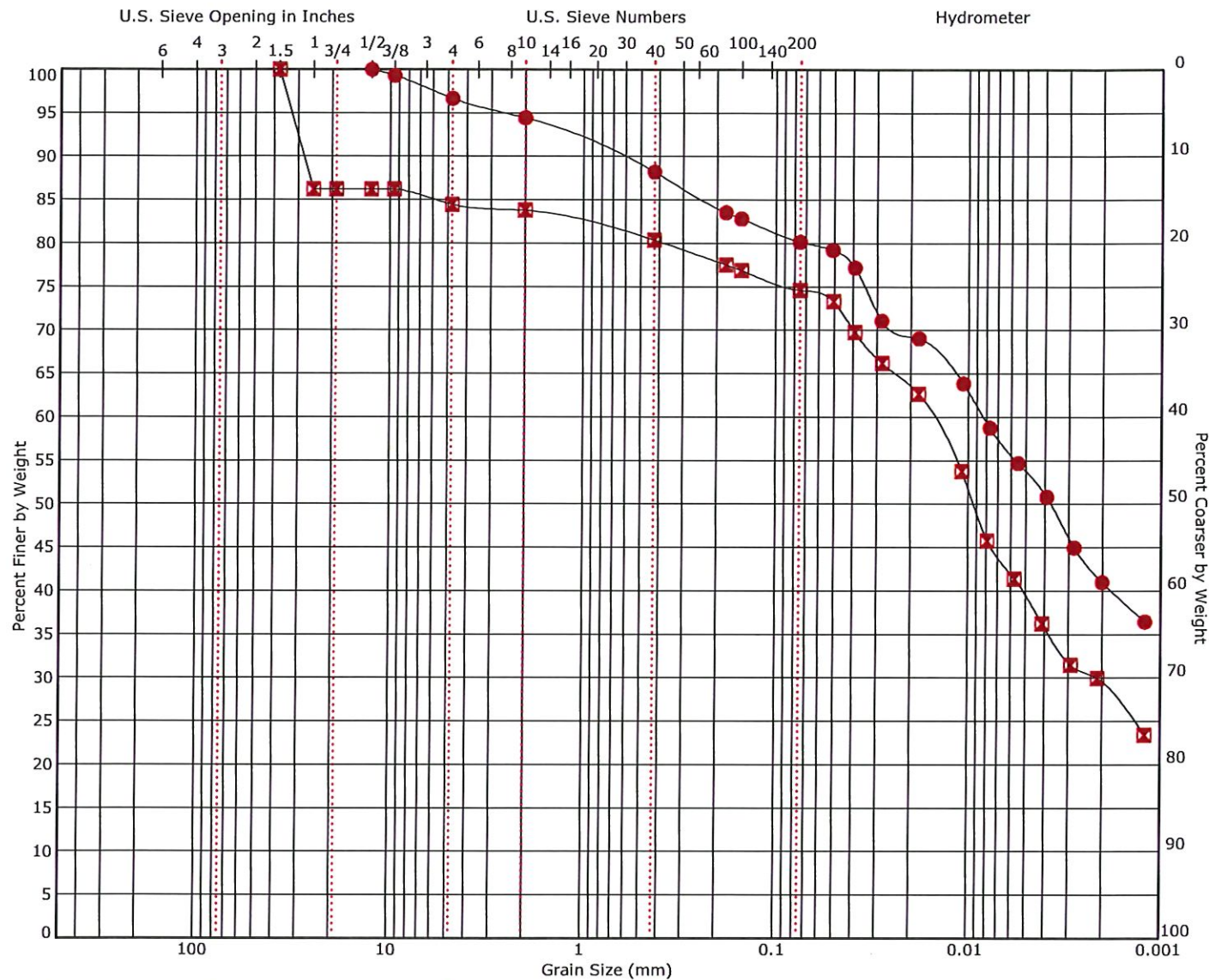
Notes
Rimac test results presented in Field Test Results column in tsf
B=buldge failure of Rimac tested sample
S=shear failure of Rimac Test
HP=hand penetrometer test (tsf)

Water Level Observations
None observed while drilling
None observed at the completion of drilling

Advancement Method
"3.25" ID Hollow Stem Auger"
Abandonment Method
Boring backfilled with Auger Cuttings and/or Bentonite

Drill Rig
TMR D-50
Hammer Type
Automatic
Driller
Geocon
Logged by
KJ
Boring Started
03-19-2025
Boring Completed
03-19-2025

Grain Size Distribution
ASTM D422 / ASTM C136



Boring ID	Depth (Ft)	Description	USCS	LL	PL	PI	Cc	Cu
B-1	3.5 - 5.5	LEAN CLAY with SAND	CL	48	19	29		
B-2	1 - 2.5	LEAN CLAY with GRAVEL	CL	43	19	24		

Boring ID	Depth (Ft)	D ₁₀₀	D ₆₀	D ₃₀	D ₁₀	%Cobbles	%Gravel	%Sand	%Fines	%Silt	%Clay
B-1	3.5 - 5.5	12.5	0.008			0.0	3.3	16.5		26.6	53.6
B-2	1 - 2.5	37.5	0.016	0.002		0.0	15.5	9.9		35.2	39.4

Supporting Information

Contents:












General Notes

Unified Soil Classification System

Note: All attachments are one page unless noted above.

GENERAL NOTES

DESCRIPTION OF SYMBOLS AND ABBREVIATIONS

SAMPLING			WATER LEVEL		Water Initially Encountered	FIELD TESTS	(HP)	Calibrated hand penetromter
	Auger	Split Spoon			Water Level After a Specified Period of Time		(T)	Torvane
					Water Level After a Specified Period of Time		(b/f)	Standard Penetration Test (blows per foot)
	Shelby Tube	Macro Core		Water levels indicated on the soil boring logs are the levels measured in the borehole at the times indicated. Groundwater level variations will occur over time. In low permeability soils, accurate determination of groundwater levels is not possible with short term water level observations.			(PID)	Photo-Ionization Detector
							(OVA)	Organic Vapor Analyzer
	Ring Sampler	Rock Core					(B)	Rimac bulge failure
				(S)	Rimac shear failure			
Grab Sample	No Recovery			(NP)	Non-Plastic			
						(RDR)	Relative Drilling Resistance Criteria	

DESCRIPTIVE SOIL CLASSIFICATION

Soil classification is based on the Unified Soil Classification System. Coarse Grained Soils have more than 50% of their dry weight retained on a #200 sieve; their principal descriptors are: boulders, cobbles, gravel or sand. Fine Grained Soils have less than 50% of their dry weight retained on a #200 sieve; they are principally described as clays if they are plastic, and silts if they are slightly plastic or non-plastic. Major constituents may be added as modifiers and minor constituents may be added according to the relative proportions based on grain size. In addition to gradation, coarse-grained soils are defined on the basis of their in-place relative density and fine-grained soils on the basis of their consistency.

LOCATION AND ELEVATION NOTES

Unless otherwise noted, Latitude and Longitude are approximately determined using a hand-held GPS device. The accuracy of such devices is variable. Surface elevation data annotated with +/- indicates that no actual topographical survey was conducted to confirm the surface elevation. Instead, the surface elevation was approximately determined from topographic maps of the area.

STRENGTH TERMS	RELATIVE DENSITY OF COARSE-GRAINED SOILS (More than 50% retained on No. 200 sieve.) Density determined by Standard Penetration Resistance Includes gravels, sands and silts.			CONSISTENCY OF FINE-GRAINED SOILS (50% or more passing the No. 200 sieve.) Consistency determined by laboratory shear strength testing, field visual-manual procedures or standard penetration resistance		
	Descriptive Term (Density)	Standard Penetration or N-Value Blows/Ft.	Ring Sampler Blows/Ft.	Descriptive Term (Consistency)	Unconfined Compressive Strength, Qu, psf	Standard Penetration or N-Value Blows/Ft.
	Very Loose	0 - 3	0 - 6	Very Soft	less than 500	0 - 1
	Loose	4 - 9	7 - 18	Soft	500 to 1,000	2 - 4
	Medium Dense	10 - 29	19 - 58	Medium-Stiff	1,000 to 2,000	4 - 8
	Dense	30 - 50	59 - 98	Stiff	2,000 to 4,000	8 - 15
	Very Dense	> 50	≥ 99	Very Stiff	4,000 to 8,000	15 - 30
				Hard	> 8,000	> 30

RELATIVE PROPORTIONS OF SAND AND GRAVEL

Descriptive Term(s) of other constituents	Percent of Dry Weight
Trace	< 15
With	15 - 29
Modifier	> 30

GRAIN SIZE TERMINOLOGY

Major Component of Sample	Particle Size
Boulders	Over 12 in. (300 mm)
Cobbles	12 in. to 3 in. (300mm to 75mm)
Gravel	3 in. to #4 sieve (75mm to 4.75 mm)
Sand	#4 to #200 sieve (4.75mm to 0.075mm)
Silt or Clay	Passing #200 sieve (0.075mm)

RELATIVE PROPORTIONS OF FINES

Descriptive Term(s) of other constituents	Percent of Dry Weight
Trace	< 5
With	5 - 12
Modifier	> 12

PLASTICITY DESCRIPTION

Term	Plasticity Index
Non-plastic	0
Low	1 - 10
Medium	11 - 30
High	> 30

Unified Soil Classification System

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests ^A				Soil Classification			
				Group Symbol	Group Name ^B		
Coarse-Grained Soils: More than 50% retained on No. 200 sieve	Gravels: More than 50% of coarse fraction retained on No. 4 sieve	Clean Gravels: Less than 5% fines ^C	$Cu \geq 4$ and $1 \leq Cc \leq 3$ ^E	GW	Well-graded gravel ^F		
			$Cu < 4$ and/or $[Cc < 1 \text{ or } Cc > 3.0]$ ^E	GP	Poorly graded gravel ^F		
		Gravels with Fines: More than 12% fines ^C	Fines classify as ML or MH	GM	Silty gravel ^{F, G, H}		
	Sands: 50% or more of coarse fraction passes No. 4 sieve	Clean Sands: Less than 5% fines ^D	$Cu \geq 6$ and $1 \leq Cc \leq 3$ ^E	SW	Well-graded sand ^I		
			$Cu < 6$ and/or $[Cc < 1 \text{ or } Cc > 3.0]$ ^E	SP	Poorly graded sand ^I		
		Sands with Fines: More than 12% fines ^D	Fines classify as ML or MH	SM	Silty sand ^{G, H, I}		
Fine-Grained Soils: 50% or more passes the No. 200 sieve	Silts and Clays: Liquid limit less than 50	Inorganic:	Fines classify as CL or CH	SC	Clayey sand ^{G, H, I}		
		Organic:	$\frac{LL \text{ oven dried}}{LL \text{ not dried}} < 0.75$	OL	Organic clay ^{K, L, M, N} Organic silt ^{K, L, M, O}		
	Silts and Clays: Liquid limit 50 or more	Inorganic:	$PI > 7$ and plots above "A" line ^J	CL	Lean clay ^{K, L, M}		
			$PI < 4$ or plots below "A" line ^J	ML	Silt ^{K, L, M}		
		Organic:	$\frac{LL \text{ oven dried}}{LL \text{ not dried}} < 0.75$	OH	Organic clay ^{K, L, M, P} Organic silt ^{K, L, M, Q}		
			Highly organic soils: Primarily organic matter, dark in color, and organic odor			PT	Peat

^A Based on the material passing the 3-inch (75-mm) sieve.

^B If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

^C Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.

^D Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay.

^E $Cu = D_{60}/D_{10}$ $Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$

^F If soil contains $\geq 15\%$ sand, add "with sand" to group name.

^G If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

^H If fines are organic, add "with organic fines" to group name.

^I If soil contains $\geq 15\%$ gravel, add "with gravel" to group name.

^J If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.

^K If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.

^L If soil contains $\geq 30\%$ plus No. 200 predominantly sand, add "sandy" to group name.

^M If soil contains $\geq 30\%$ plus No. 200, predominantly gravel, add "gravelly" to group name.

^N $PI \geq 4$ and plots on or above "A" line.

^O $PI < 4$ or plots below "A" line.

^P PI plots on or above "A" line.

^Q PI plots below "A" line.

