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Letting January 18, 2019

Notice to Bidders, Specifications and Proposal



**Illinois Department
of Transportation**

Springfield, Illinois 62764

**Contract No. JO024
Joliet Regional Airport
Joliet, Illinois
Will County
Illinois Project No. JOT-4671
SBG Project No. 3-17-SBGP-144**



1. **TIME AND PLACE OF OPENING BIDS.** Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 10:00 a.m. on January 18, 2019, 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. JO024
Joliet Regional Airport
Joliet, Illinois
Will County
Illinois Project No. JOT-4671
SBG Project No. 3-17-SBGP-144**

Rehabilitate Taxiways Designated TH/7, TH/7-1, & TH/7-2

For engineering information, please contact Lindsay D. Hausman, P.E. of Hanson Professional Services, Inc. at 217.747.9314.

3. INSTRUCTIONS TO BIDDERS.

- (a) This Notice, the invitation for bids, proposal and letter of award shall, together with all other documents in accordance with Article 10-18 of the Illinois Standard Specifications for Construction of Airports, become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.
- (b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.

4. **AWARD CRITERIA AND REJECTION OF BIDS.** This contract will be awarded within 60 calendar days to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the 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 11.0%.

7. **SPECIFICATIONS AND DRAWINGS.** The work shall be done in accordance with the Illinois Standard Specifications for Construction of Airports, the Special Provisions dated November 16, 2018, and the Construction Plans dated November 16, 2018 as approved by the Illinois Department of Transportation, Division of Aeronautics.

- 8. BIDDING REQUIREMENTS AND BASIS OF AWARD.** When alternates are included in the proposal, the following shall apply:
- a. Additive Alternates
 - (1) Bidders must submit a bid for the Base Bid and for all Additive Alternates.
 - (2) Award of this contract will be made to the lowest responsible qualified bidder computed as follows:

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

The Department may elect not to award any Additive Alternates. In that case, award will be to the lowest responsible qualified bidder of the Base Bid.
 - b. Optional Alternates
 - (1) Bidders must submit a bid for the Base Bid and for either Alternate A or Alternate B or for both Alternate A and Alternate B.
 - (2) Award of this contract will be made to the lowest responsible qualified bidder computed as follows:

The lower of the aggregate of either (i) the Base Bid plus Alternate A or (ii) the Base Bid plus Alternate B.
- 9. CONTRACT TIME.** The Contractor shall complete all work within the specified contract time. Any calendar day extension beyond the specified contract time must be fully justified, requested by the Contractor in writing, and approved by the Engineer, or be subject to liquidated damages.
- The contract time for this contract is 43 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

Randall S. Blankenhorn,
Secretary



Sponsor _____ Item No. _____

IL Proj. No. _____ SBG Pr. No. _____ Letting Date _____

KNOW ALL MEN BY THESE PRESENTS, That We _____

as PRINCIPAL, and _____

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

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

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

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

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

PRINCIPAL _____ **SURETY** _____
(Company Name) (Company Name)

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

Notary Certification for Principal and Surety

STATE OF ILLINOIS,
County of _____

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

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

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

My commission expires _____
Notary Public

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

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

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: April 2, 2018

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

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

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

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

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

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 11.0% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

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

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

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

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

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

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

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

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

- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of Utilization Plan approval or disapproval under the procedures of this Special Provision.

- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. For bidding purposes, submission of the completed SBE 2025 forms, signed by the DBEs and scanned or faxed to the bidder will be acceptable as long as the original is available and provided upon request. All elements of information indicated on the said form shall be provided, including but not limited to the following:
- (1) The names and addresses of DBE firms that will participate in the contract;
 - (2) A description, including pay item numbers, of the work each DBE will perform;
 - (3) The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
 - (4) DBE Participation Commitment Statements, form SBE 2025, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;
 - (5) If the bidder is a joint venture comprised of DBE companies and non-DBE companies, the Utilization Plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,
 - (6) If the contract goal is not met, evidence of good faith efforts; the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor is selected over a DBE for work on the contract.

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

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

- b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable. In accordance with subsection (c)(6) of the above Bidding Procedures, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.
- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
 - (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
 - (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons for the determination. If the Utilization Plan is not approved because it is deficient as a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no more than a five calendar day period in order to cure the deficiency.
 - (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after the receipt of the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217) 785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. A request may provide additional written documentation or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.

- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
 - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement.
- (e) DBE as a material supplier:
 - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
 - (2) 100 percent goal credit for the cost of materials or supplies obtained from a DBE manufacturer.
 - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a DBE regular dealer or DBE manufacturer.

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

- (a) **NO AMENDMENT.** No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.
- (b) **CHANGES TO WORK.** Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A or AER 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, then a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (c) **SUBCONTRACT.** The Contractor must provide DBE subcontracts to IDOT upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.
- (d) **ALTERNATIVE WORK METHODS.** In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
 - (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
 - (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
 - (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.
- (e) **TERMINATION AND REPLACEMENT PROCEDURES.** The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in this Special

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

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

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

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

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

- (f) **FINAL PAYMENT.** After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Resident Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.
- (g) **ENFORCEMENT.** The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient

documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.

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

SPECIAL PROVISION FOR WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

Revised: April 2, 2015

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

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

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

SPECIAL PROVISION FOR SUBCONTRACTOR MOBILIZATION PAYMENTS

Effective: November 2, 2017

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

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

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

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

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

SPECIAL PROVISION FOR PAYMENTS TO SUBCONTRACTORS

Effective: November 2, 2017

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

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

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

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

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

SPECIAL PROVISION FOR SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE)

Effective: April 2, 2018

Subcontractor and Disadvantaged Business Enterprise Payment Reporting

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

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

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

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

Effective: February 1, 1969

Revised: January 1, 2017

EQUAL EMPLOYMENT OPPORTUNITY

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

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

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

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

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

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

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

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

SPECIAL PROVISION FOR NPDES CERTIFICATION

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

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

The Airport Owner or its Agent will:

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

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

SPECIAL PROVISION FOR COMPLETION TIME VIA CALENDAR DAYS

It being understood and agreed that the completion within the time limit is an essential part of the contract, the bidder agrees to complete the work within 43 calendar days, unless additional time is granted by the Engineer in accordance with the provisions of the specifications. In case of failure to complete the work on or before the time named herein, or within such extra time as may have been allowed by extensions, the bidder agrees that the Department of Transportation shall withhold from such sum as may be due him/her under the terms of this contract, the costs, as set forth in Section 80-09 Failure to Complete on Time of the Standard Specifications, which costs shall be considered and treated not as a penalty but as damages due to the State from the bidder by reason of the failure of the bidder to complete the work within the time specified in the contract.

State of Illinois
Department of Transportation

SPECIAL PROVISION
FOR
SECTION 80 PROSECUTION AND PROGRESS

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

80-09 FAILURE TO COMPLETE ON TIME.

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

ADD:

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

State of Illinois
Department of Transportation

SPECIAL PROVISION
FOR
SECTION 90 MEASUREMENT AND PAYMENT

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

90-07 PARTIAL PAYMENTS.

DELETE: The entire section.

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

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

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

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

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

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

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

90-10 TRUST AGREEMENT OPTION.

DELETE: The entire section.

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

A1 ACCESS TO RECORDS AND REPORTS

A1.1 CONTRACT CLAUSE

ACCESS TO RECORDS AND REPORTS

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

A2 AFFIRMATIVE ACTION REQUIREMENTS

A2.1 SOLICITATION CLAUSE

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

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

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

AREA COVERED (STATEWIDE)

Goals for Women apply nationwide.

GOAL

Goal (percent)

Female Utilization..... 6.9

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

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

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

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

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

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

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

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Joliet, 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 now equal to \$150,000.

BREACH OF CONTRACT TERMS

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

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

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

A4 BUY AMERICAN PREFERENCE

A4.1 CONTRACT CLAUSE

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

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

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

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

A5 CIVIL RIGHTS - GENERAL

A5.1 CONTRACT CLAUSE

GENERAL CIVIL RIGHTS PROVISIONS

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

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

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

A6.1 CONTRACT CLAUSE

A6.1.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

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

A6.1.2 Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

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

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

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

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

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

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

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

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

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

A7 CLEAN AIR AND WATER POLLUTION CONTROL

A7.1 CONTRACT CLAUSE

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

CLEAN AIR AND WATER POLLUTION CONTROL

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

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

A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

A8.1 CONTRACT CLAUSE

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

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

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

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

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

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

A9 COPELAND "ANTI-KICKBACK" ACT

A9.1 CONTRACT CLAUSE

COPELAND "ANTI-KICKBACK" ACT

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

A10 DAVIS-BACON REQUIREMENTS

A10.1 CONTRACT CLAUSE

DAVIS-BACON REQUIREMENTS

1. Minimum Wages

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

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

section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

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

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

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

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

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

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

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

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

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

2 Withholding.

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

3. Payrolls and basic records.

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

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation

Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

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

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

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

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

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

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

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

4. Apprentices and Trainees.

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

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

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

5. Compliance with Copeland Act Requirements.

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

6. Subcontracts.

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

7. Contract Termination: Debarment.

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

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

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

9. Disputes Concerning Labor Standards.

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

10. Certification of Eligibility.

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

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

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

A11 DEBARMENT AND SUSPENSION

A11.1 CONTRACT CLAUSE

A11.1.1 Bidder or Offeror Certification

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

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

A11.1.2 Lower Tier Contract Certification

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

A12 DISADVANTAGED BUSINESS ENTERPRISE

A12.1 REQUIRED PROVISIONS

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

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

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

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

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

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

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

DISADVANTAGED BUSINESS ENTERPRISES

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

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

A13 DISTRACTED DRIVING

A13.1 CONTRACT CLAUSE

TEXTING WHEN DRIVING

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

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

A14 ENERGY CONSERVATION REQUIREMENTS

A14.1 CONTRACT CLAUSE

ENERGY CONSERVATION REQUIREMENTS

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

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

A15.1 MANDATORY CONTRACT CLAUSE

A15.1.1 E.E.O. Contract Clause

EQUAL OPPORTUNITY CLAUSE

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

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

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

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

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

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

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

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

A15.1.2 EEO Specification

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

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

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

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

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

Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

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

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

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

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

- n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.

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

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

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

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

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

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

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

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

A16 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

A16.1 CONTRACT CLAUSE

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

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

A17 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

A17.1 CONTRACT CLAUSE

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

CERTIFICATION REGARDING LOBBYING

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

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

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

A18 PROHIBITION of SEGREGATED FACILITIES

A18.1 CONTRACT CLAUSE

PROHIBITION of SEGREGATED FACILITIES

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

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

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

A19 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A19.1 CONTRACT CLAUSE

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

A20 PROCUREMENT OF RECOVERED MATERIALS

A20.1 CONTRACT CLAUSE

Procurement of Recovered Materials

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

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

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

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

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

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

A21 RIGHT TO INVENTIONS

A21.1 CONTRACT CLAUSE

RIGHTS TO INVENTIONS

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

A22 SEISMIC SAFETY

A22.1 CONTRACT CLAUSE

A22.1.1 Construction Contracts

Seismic Safety

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

A23 TAX DELINQUENCY AND FELONY CONVICTIONS

A23.1 CONTRACT CLAUSE

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

Certifications

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

Note

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

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

Term Definitions

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

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

A24 TERMINATION OF CONTRACT

A24.1 CONTRACT CLAUSE

A24.1.1 Termination for Convenience

Termination for Convenience (Construction & Equipment Contracts)

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

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

Owner agrees to pay Contractor for:

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

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

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

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

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

A24.1.2 Termination for Default

Termination for Default (Construction)

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

A25 TRADE RESTRICTION CERTIFICATION

A25.1 CONTRACT CLAUSE

TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

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

(3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

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

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

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

A26 VETERAN'S PREFERENCE

A26.1 CONTRACT CLAUSE

VETERAN'S PREFERENCE

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

15A

JO024

SECTION III

Joliet Regional Airport
Joliet, Illinois

Rehabilitate Taxiways Designated TH/7,
TH/7-1 & TH/7-2

Illinois Project No.: JOT-4671

SBG Project No.: 3-17-SBGP-144

Prepared by:



Engineering | Planning | Allied Services

Hanson Professional Services Inc.
1525 South Sixth Street
Springfield, Illinois 62703-2886

November 16, 2018



11-16-2018

EXPIRES: 11-30-2019
COVERING ELECTRICAL
DESIGN

SPECIAL PROVISIONS
JOLIET REGIONAL AIRPORT
REHABILITATE TAXILANES DESIGNATED TH/7, TH/7-1 & TH/7-2

ILLINOIS PROJECT NO. JOT-4671
SBG PROJECT NO. 3-17-SBGP-144
CONTRACT NO. JO024

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5	Governing Specifications and Rules and Regulations
6	Illinois Department of Transportation, Division of Aeronautics, Manuals, Policy Memorandums, and Templates

DIVISION 1

GENERAL PROVISIONS

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9	Section 20	Advertisement, Bidding, Award, and Contract Execution
	Section 30	Reserved
10	Section 40	Scope of Work
14	Section 50	Control of Work
15	Section 60	Control of Materials
16	Section 70	Legal Regulations and Responsibility to Public
17	Section 80	Prosecution and Progress
18	Section 90	Measurement and Payment

DIVISION II

PAVING CONSTRUCTION DETAILS

EARTHWORK

19	Item 150510	Engineer's Field Office
21	Item 150520	Mobilization
22	Item 150530	Traffic Maintenance
24	Item 152	Excavation and Embankment
27	Item 152540	Soil Stabilization Fabric
28	Item 154606	Granular Drainage Subbase
32	Item 156000	Erosion Control

FLEXIBLE SURFACE COURSES

34	Item 209	Crushed Aggregate Base Course
36	Item 401	Bituminous Surface Course - Superpave
38	Item 401650	Bituminous Pavement Milling
39	Item 401660	Saw and Seal Bituminous Joints
41	Item 401665	Bituminous Pavement Sawing

<u>Page Number</u>		<u>Description</u>
42	Item 401900	Remove Bituminous Pavement
43	Item 403	Bituminous Base Course – Superpave
		MISCELLANEOUS
45	Item 602	Bituminous Prime Coat
47	Item 603	Bituminous Tack Coat
48	Item 610	Structural Portland Cement Concrete
49	Item 620	Pavement Marking
		<u>DIVISION IV</u>
		<u>DRAINAGE</u>
50	Item 701	Pipe for Storm Sewer and Culverts
51	Item 705	Pipe Underdrains for Airports
54	Item 751001	Trench Drain
56	Item 751	Manholes, Catch Basins, Inlets and Inspection Holes
60	Item 751993	Rehabilitate Manhole
		<u>DIVISION V</u>
		<u>TURFING</u>
66	Item 901	Seeding
69	Item 905	Topsoiling
71	Item 908	Mulching
		<u>DIVISION VI</u>
		<u>LIGHTING INSTALLATION</u>
72	Item 110	Installation of Airport Underground Electrical Duct
		<u>DIVISION VII</u>
		<u>TESTING</u>
79	Item 611	Compaction Control Tests

GENERAL

These Special Provisions, together with applicable Standard Specifications, Manuals, Policies, Memorandums, Worksheets, Rules and Regulations, Contract Requirements for Airport Improvement Projects, Payroll Requirements and Minimum Wage Rates, which are hereto attached or which by reference are herein incorporated, cover the requirements of the State of Illinois, Department of Transportation (IDOT), Division of Aeronautics (Division) for the following improvement project at Joliet Regional Airport, Joliet, Will County, Illinois:

Rehabilitate Taxilanes Designated TH/7, TH/7-1 & TH/7-2

This project is to rehabilitate the T-hangar access taxiway pavements at Joliet Regional Airport including, among other incidental work, the following items:

- Placement of temporary soil erosion control measures.
- Removal of existing pavements.
- Provision of required unclassified excavation.
- Removal, adjustment and rehabilitation of existing drainage structures, and installation of new drainage structures.
- Installation of new drainage layer, aggregates and bituminous (HMA) pavements.
- Installation of underdrains.
- Placement of pavement markings.
- Topsoiling, seeding, and mulching in all disturbed areas, including along new pavement edges.

GOVERNING SPECIFICATIONS AND RULES AND REGULATIONS

The Illinois Standard Specifications for Construction of Airports, State of Illinois Department of Transportation, Division of Aeronautics, adopted April 1, 2012, as revised (Standard Specifications), shall govern the Project except as otherwise revised or noted in these Special Provisions dated November 16, 2018. All references to IDOT Specifications refer to Standard Specifications for Road and Bridge Construction, Illinois Department of Transportation, adopted April 1, 2016, as revised. Resolution of conflicts with any part or parts of said Specifications shall be in accordance with Section 50-03 of the Standard Specifications.

ILLINOIS DEPARTMENT OF TRANSPORTATION, DIVISION OF AERONAUTICS
MANUALS, POLICY MEMORANDUMS, AND TEMPLATES

The Illinois Department of Transportation, Division of Aeronautics, Manuals, Policies, Memorandums and Templates that are incorporated into this Project by reference are listed below. Also provided is a notation as to whether all or a portion of each applicable Manual, Policy Memorandum, and Template has been modified by these Special Provisions.

Manuals

Title	<u>Modified by Special Provisions</u>
Airport Construction Documentation Manual (Updated 6/2014)	No
Manual for Documentation of Airport Materials (Updated 4/01/2010)	No

Policy Memorandums

<u>No.</u>	<u>Title</u>	<u>Modified By Special Provision</u>
18-08	Acceptance Procedure for Finely Divided Minerals Used in Portland Cement Concrete and Other Applications	No
87-2	Density Acceptance of Bituminous Pavements	No
87-4	Determination of Bulk Specific Gravity (d) of Compacted Bituminous Mixes	No
95-1	Field Test Procedures for Mixer Performance and Concrete Uniformity Testing	No
96-1	Item 610, Structural Portland Cement Concrete: Job Mix Formula Approval and Production Testing	No
96-3	Requirements for Quality Assurance on Projects with Bituminous Concrete Paving	No
97-2	Pavement Marking Paint Acceptance	No
2001-1	Requirements for Cold Weather Concreting	No
2003-1	Requirements for Laboratory, Testing, Quality Control, and Paving of Superpave Bituminous Concrete Mixtures for Airports	No
	Bituminous Mix Design Memorandum	No
	Comparison Samples Memorandum	No

SPECIAL PROVISIONS
JOLIET REGIONAL AIRPORT
REHABILITATE TAXILANES DESIGNATED TH/7, TH/7-1 & TH/7-2

ILLINOIS PROJECT NO. JOT-4671
SBG PROJECT NO. 3-17-SBGP-144
CONTRACT NO. JO024

Templates

<u>Title</u>	<u>Modified By Special Provision</u>
Cold Weather Concreting Plan	No
Hot Mix Asphalt (HMA) Quality Control Plan	No

It is the Bidder's and Contractor's responsibility to review and incorporate into their bid, and work, the requirements contained in these Manuals, Policy Memorandums and Templates. Copies of each applicable manual, policy memorandum, and template can be found on the Illinois Department of Transportation, Division of Aeronautics webpage at <http://www.idot.illinois.gov/home/resources/Manuals/Manuals-and-Guides>.

SPECIAL PROVISIONS
JOLIET REGIONAL AIRPORT
REHABILITATE TAXILANES DESIGNATED TH/7, TH/7-1 & TH/7-2

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SBG PROJECT NO. 3-17-SBGP-144
CONTRACT NO. JO024

DIVISION I

GENERAL PROVISIONS

SECTION 10

DEFINITION OF TERMS

The Work shall be provided in accordance with Section 10 of the Standard Specifications.

SPECIAL PROVISIONS
JOLIET REGIONAL AIRPORT
REHABILITATE TAXILANES DESIGNATED TH/7, TH/7-1 & TH/7-2

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SBG PROJECT NO. 3-17-SBGP-144
CONTRACT NO. JO024

SECTION 20

ADVERTISEMENT, BIDDING, AWARD, AND CONTRACT EXECUTION

The Work shall be provided in accordance with Section 20 of the Standard Specifications.

SECTION 40
SCOPE OF WORK

Revise Section 40 of the Standard Specifications as follows:

40-05 MAINTENANCE OF TRAFFIC. Add the following Paragraphs:

“Prior to the issuance of a construction Notice-to-Proceed (NTP) by the Illinois Division of Aeronautics, the Contractor shall prepare and submit a Safety Plan Compliance Document (SPCD) in accordance with FAA Advisory Circular 150/5370-2 (current issue), paragraph 2.4.2, or equivalent section in subsequent/current issues. The SPCD shall be reviewed and approved by the Airport Manager, who will then submit the document to the Illinois Division of Aeronautics for their approval prior to Notice to Proceed.

“Construction of the project shall be performed by the Contractor in accordance with the guidelines specified in FAA advisory circular 150/5370-2 (current issue) and the airport rules and regulations. Any Contractor activities required for project safety shall be provided by the Contractor and be incidental to the contract.

“To minimize disruptions of airport operations, construction operations must be controlled throughout the project's duration, and work must be completed expeditiously. The Contractor shall provide his written acceptance of the project Construction Safety and Phasing Plan at the pre-construction conference. Any and all changes to the Construction Safety and Phasing Plan that may be requested by the Contractor must be approved by the project engineer and the Airport Owner. It shall be the Contractor's responsibility to provide sufficient advance notice of any proposed safety and phasing change to permit consideration and approval by the project engineer and the Airport Owner. The Contractor shall not be entitled to any extra compensation, nor extension to the contract time, because of a change request nor for any time necessary in receiving the required approvals. The Contractor shall expedite work at those stages where active taxiways, hangar access, aprons, roadways or parking lots must be closed, to minimize the length of time that Airport operations are restricted.

“At the pre-construction conference, the Contractor shall provide a Contractor coordination plan that coordinates his work with the work of his subcontractors and the work of other contractors of other on-going Airport projects.

“No Runway closures will be permitted as part of this project.

“The Contractor shall furnish barricades for any airfield or roadway pavement to be closed by his work. It will be the Contractor's responsibility to furnish, place and maintain barricades as shown in the Construction Plans, and as directed by the Resident Engineer and Airport Owner. The cost of these items, and their maintenance, is to be paid for under AR150530 Traffic Maintenance. Any work that requires portions of an active runway, taxiway or apron to be closed must be completed expeditiously to minimize disruption to aircraft operations.

“The Contractor shall erect and maintain, at no cost to the contract, directional and informational signs for the Contractor's access routes at the existing construction entrances and for the Contractor's route within the Airport Operations Area, as noted on the plans or as directed by the Resident Engineer. Where Contractor equipment is operating within active aircraft operations areas, radio-equipped flaggers shall be furnished by the Contractor. Continuous pavement sweeping shall be furnished to remove debris from active aircraft

movement paths. The cost of traffic control/flaggers and pavement sweeping shall be paid under Item AR150530 Traffic Maintenance.

“The Contractor shall not have access to any part of the active airfield (runways, taxiways or aprons) for any equipment or personnel without the approval of the Resident Engineer and the Airport Owner. Activities within the Airport Operations Area (AOA) are subject to federal access control. Because of the high requirements for Airport security and safety, the following requirements must be adhered to:

- All employees of the Contractor shall park their personal vehicles in the designated equipment parking and storage area. Each person or vehicle entering the Contractor area shall do so in accordance with the policies and procedures of the Airport Owner. The Contractor will transport the workers from the parking areas to the work area. Only Contractor vehicles will be allowed outside of the proposed equipment storage and parking areas.
- Should any Contractor personnel be identified as noncompliant with any vehicle driving safety requirements in this project safety plan or in the Airport vehicle operations regulations, such drivers shall be penalized by rescission of their on-Airport driving privileges, and their access to the construction limit area when operating vehicles shall be revoked.
- The Contractor will be required to be in contact with Airport operations. This will keep the Contractor in contact with Airport personnel and enable the Airport personnel to immediately contact the Contractor in case of an aeronautical emergency that would require action by the Contractor and/or his personnel.

“The Contractor shall remain within the construction limits line shown in the plans. When outside these limits, all Contractor activities shall remain more than 125 feet from the centerline and 240 feet from the end of active Runways 13-31 and 4-22. For work near taxiways and aprons, the Contractor's personnel and equipment must remain at least 44.5 feet from active Category I taxiways, at least 65.5 feet from active Category II taxiways and ten (10) feet from active aprons. When construction operations must be conducted within these separations, the pavement must be closed to aircraft activity by the Contractor by providing temporary barricades as shown in the plans, and in the case of runway pavements, closed runway markers. When haul vehicles are permitted to cross active airfield pavements, the Contractor will provide positive control of construction vehicles using radio-equipped flaggers. Contractor shall establish and maintain radio contact with Joliet Airport CTAF/UNICOM (122.7 MHz). All Contractor's equipment used in active Airport Operations Areas shall be equipped with a FAA-standard flag, as referenced in FAA AC 150/5370-2, current issue. Aircraft shall have the right-of-way.

“The Contractor shall keep all of his equipment and personnel at least 15 feet from the edge of any active roadway or auto parking pavement. When his activities require working within 15 feet of the road/pavement edge, the Contractor shall provide for traffic control in accordance with IDOT Specifications (Highway Standards).

“Open trenches, excavations and stockpiled material at the construction site shall be delineated with the use of barricades during hours of restricted visibility and/or darkness. No open trenches shall be allowed within the Runway Safety Area (RSA) or the Taxiway Safety Area (TSA) when the runway or taxiway is open to air traffic (including overnight). The RSA is defined as 60 feet from the centerline and 240 feet from the end of runway 13-31 and 4-22. The TSA is measured at 24.5 feet from the Category I taxiway centerline and 39.5 feet from the Category II taxiway centerline. No vertical drop of greater than 3-inches in height from pavement edge to earth grade or earth grade to earth grade within the RSA or TSA will be permitted when the runway

or taxiway is open to air traffic. The Contractor will have steel plates on-site to allow for the rapid covering of trenches or earth drops in the event of unexpected work stoppages for weather or Airport emergencies.

"When not in use and during nonworking hours, Contractor's equipment shall be parked within the Contractor's equipment storage and parking areas. The equipment storage and parking areas are to be located as shown on the Site and Safety Plan. The Contractor will be responsible for maintaining the construction entrances in good condition. The cost of maintaining the construction entrance and Contractor areas is to be incidental to the contract. The Contractor shall protect all existing pavement edges from damage from construction equipment and haul vehicles.

"At no time shall the Contractor conduct any activities or operate or park equipment so as to obstruct active Part 77 Airport imaginary surfaces or the runway protection zones (RPZ) as delineated in the plans. Contractor's equipment shall extend no higher than 20 feet. Cranes shall not be used during instrument weather conditions or at night. Cranes shall be lowered when not in use.

"Before reopening temporarily closed pavements, the Contractor shall inspect and clean, as necessary, the pavement to assure that no materials or objects that may damage aircraft or vehicles remain. Any required cleaning shall be to the satisfaction of the Resident Engineer and Airport Owner and is incidental to the contract.

"All work shall be completed in accordance with the approved project safety plan, issued by the Illinois Division of Aeronautics.

"Failure to use these prescribed procedures or adhere to the safety requirements will result in the suspension of work.

"The Contractor must notify the Resident Engineer and the Airport Owner three (3) days in advance of any required partial or complete closing of any runway, taxiway or apron. The date, time and scheduled duration of the closing must be approved by the Resident Engineer and the Airport Owner. The Contractor shall notify the Resident Engineer and Airport Owner three (3) days in advance of the Contractor's closing of other active roadways, airfield or roadway lighting circuits, or other Airport facilities.

"Contractor's access to the project when on Airport property is shown in the plans. Contractor's access to the Airport itself is to be provided by public rights-of-way. The Contractor is to secure all necessary permits for the use of any public rights-of-way and is to maintain traffic on these public roads at all times, with the costs of permitting, cleaning and repairing of pavement damaged by Contractor's activities incidental to the contract. Use of and repairs to any public facilities are to be completed to the satisfaction of the facility's Owner.

"The Contractor is to provide temporary construction roads within the construction limit lines as may be required by his activities. Heavy vehicles shall not cross existing pavement surfaces except as approved by the Airport Owner and the Resident Engineer. Any damage to pavements that may occur by the Contractor's activities shall be repaired at the Contractor's expense and to the satisfaction of the Airport Owner and the Resident Engineer. For haul routes made by Contractor through grassed areas, Contractor shall grade, level, topsoil, seed and mulch at the end of the project, cost incidental to the contract.

"The Contractor is to provide an equipment storage and parking area at the locations shown in the plans. It is the Contractor's responsibility to maintain the access roads and the storage area during construction and to restore the areas at project completion to conditions suitable to the Airport Owner and the Resident Engineer. At the Airport Owner's discretion, the temporary facilities may remain, but they must be left in

conditions suitable to the Airport Owner. The cost of providing, maintaining and restoring the temporary facilities is incidental to the contract.

“The Contractor shall provide three (3) days prior notice of any outages or shutdowns of utilities to the Owner and the agency owning the affected utility. The Contractor shall provide any temporary connections or other measures as may be required to maintain service as may be required by the owning agency at no cost to the Owner.”

SECTION 50
CONTROL OF WORK

Revise Section 50 of the Standard Specifications as follows:

50-06 CONSTRUCTION LAYOUT STAKES. Add the following to RESPONSIBILITY OF THE CONTRACTOR, Paragraph G:

“These grades shall be furnished by the Contractor to the Project Engineer and shall include: all graded areas prior to placement of topsoil; invert and rim elevations of all manholes/catch basins/drainage structures installed under Item 751 and Item 751001; the final grade for subgrade for new pavements established under Item 152; the first /final lift of granular drainage subbase for new pavements furnished under Item 154606; the final lift of crushed aggregate base-course furnished under item 209; the first/final lift of HMA base course furnished under Item 403; and the final pavement surface furnished under Item 401. Surveying shall also be furnished by the Contractor after any constructed surface requested by the Resident Engineer for which deviations from Plan grade elevations and/or slopes that are greater than those allowed in the Standard Specifications or these Special Provisions are identified by the Resident Engineer.”

50-12 LOAD RESTRICTIONS. Add the following:

“By submitting his bid, the Contractor acknowledges that the existing Airport pavements are of the "light-duty" type, requiring his consideration of construction vehicle weights. Any damage to existing Airport pavements shall be repaired by the Contractor at his own expense and to the satisfaction of the Airport Owner and the Resident Engineer.

"The Contractor shall acquaint himself with the load restrictions of all local streets, roadways and highways intended for use as access/haul roads, and shall secure all necessary permits required by the facilities' owners.

“The Contractor shall erect and maintain directional and informational signs for the Contractor’s access routes at the existing construction entrance and for the Contractor’s route within the Airport, as noted on the Plans, or as directed by the Resident Engineer. This work is included in Item 150530, Traffic Maintenance, of these Special Provisions.”

SECTION 60
CONTROL OF MATERIALS

Revise Section 60 of the Standard Specifications as follows:

60-05 RESIDENT ENGINEER'S FIELD OFFICE. Add the following:

"The Contractor will be required to furnish and maintain a Resident Engineer's Field Office throughout the Project, in accordance with Item 150510 ENGINEER'S FIELD OFFICE."

SECTION 70

LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

Revise Section 70 of the Standard Specifications as follows:

70-10 BARRICADES, WARNING SIGNS AND HAZARD MARKINGS. Add the following:

“The Contractor shall also meet the requirements of the Standard Specifications and these Special Provisions, dated November 16, 2018, contained in Paragraph 40-5, Maintenance of Traffic, and Item 150530, Traffic Maintenance.”

SECTION 80
PROSECUTION AND PROGRESS

Revise Section 80 of the Standard Specifications as follows:

80-05 LIMITATIONS OF OPERATIONS. Add the following:

“The Contractor shall also meet the requirements of the Standard Specifications and these Special Provisions, dated November 16, 2018, contained in Paragraph 40-5, Maintenance of Traffic, and Item 150530, Traffic Maintenance.”

SPECIAL PROVISIONS
JOLIET REGIONAL AIRPORT
REHABILITATE TAXILANES DESIGNATED TH/7, TH/7-1 & TH/7-2

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SBG PROJECT NO. 3-17-SBGP-144
CONTRACT NO. JO024

SECTION 90
MEASUREMENT AND PAYMENT

The Work shall be provided in accordance with Section 90 of the Standard Specifications.

DIVISION II
PAVING CONSTRUCTION DETAILS
EARTHWORK
ITEM 150510
ENGINEER'S FIELD OFFICE

Revise Item 150510 of the Standard Specifications as follows:

CONSTRUCTION METHODS

150-2.1 Add the following to the first Paragraph:

“Should sanitary facilities that are an integral part of the office not be practicable, temporary toilet facilities shall be provided. The temporary facilities must be of a size to permit use by access-challenged persons. A separate facility for hand washing must also be available and maintained. Solid waste disposal consisting of two (2) waste baskets and an outside trash container of sufficient size to accommodate a weekly-provided pick-up shall be furnished.”

Replace Item H. in the list of equipment to be furnished by the Contractor with the following:

“H. One (1) telephone, with touch tone, where available, and telephone answering machine connected to one dedicated phone line, or a cellular phone with voicemail, for exclusive use by the Resident Engineer.”

Replace Item I. in the list of equipment to be furnished by the Contractor with the following:

“I. One dry process copy machine (including maintenance and operating supplies) capable of both collating and reproducing prints up to a Ledger Size (11" by 17"); the copier shall be interconnected with Items J. and N. to permit printing directly from the router and the scanner (a separate printer with maintenance and operating supplies may also be permitted).”

Replace Item J. in the list of equipment to be furnished by the Contractor with the following:

“J. One (1) Windows-compatible scanner configured to operate with the wireless router furnished in this item (Item N. as added to the list of items to be furnished), and capable of producing images of documents sized up to 11 inch by 17 inch, for the exclusive use by the Resident Engineer.”

Add the following to Item K. in the list of equipment to be furnished by the Contractor:

“Item K in the list of equipment to be furnished by the Contractor is **NOT** required for this Project.”

Add the following to the list of equipment to be furnished by the Contractor:

“N. Available for the exclusive use of the Resident Engineer, an Internet service connection using telephone DSL, cable broadband, or wireless (4G LTE minimum speed) technology. Additionally, an 802.11g/n wireless router shall be provided, which will allow connection by the Resident Engineer and up to four engineer staff.

- “O. One (1) 800 watt, 0.8 cubic foot microwave oven.
- “P. Two (2) 28-quart wastebaskets with 8-gallon trash bags.
- “Q. One (1) first aid cabinet - fully equipped.”

BASIS OF PAYMENT

150-3.1 Revise this Section to read:

“The building fully equipped as specified herein will be paid for at the Contract unit price per lump sum for Engineer's Field Office. The telephone and associated charges will be included in the Contract unit price per lump sum for Engineer's Field Office. This price shall include all utility costs and shall reflect the salvage value of the building, equipment, and furniture, which become the property of the Contractor after release by the Resident Engineer, except the Resident Engineer will pay that portion of the monthly long distance tolls, local tolls, and online data usage that, when combined, exceed \$250.00.

“Payment will be made under:

“Item AR150510 Engineer's Field Office - per lump sum.”

SPECIAL PROVISIONS
JOLIET REGIONAL AIRPORT
REHABILITATE TAXILANES DESIGNATED TH/7, TH/7-1 & TH/7-2

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SBG PROJECT NO. 3-17-SBGP-144
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ITEM 150520
MOBILIZATION

This Item shall be provided in accordance with Section 150520 of the Standard Specifications.

Payment will be made under:

Item AR150520 Mobilization - per lump sum.

ITEM 150530
TRAFFIC MAINTENANCE

DESCRIPTION

150530-1.1 DESCRIPTION. This work shall consist of the furnishing, installation, maintenance, relocation, and removal of work zone traffic control and protection, and will be in accordance to the Plans, Plan details, and the guidelines specified in FAA Advisory Circular 150/5370-2 (current issue). The item shall also include the provision of: sweepers for pavement cleaning, flaggers and radio equipment for traffic control as shown in the Site and Safety Plan and as specified in these Special Provisions.

The Contractor shall be responsible for the proper location, installation, and arrangement of all traffic control devices as shown in the Plans.

All traffic control devices used for the maintenance of traffic, as detailed on the Plans, shall be reflectorized prior to installation and cleaned as specified by the Resident Engineer. When directed by the Resident Engineer, the Contractor shall remove all traffic control devices which were furnished, installed, or maintained by Contractor under this contract. All traffic control devices shall remain in place until specific authorization for relocation or removal is received from the Resident Engineer. The Contractor shall be responsible for replacement of any devices that are supplied by others and damaged by the Contractor's and/or Subcontractor's workforce during relocation or construction operation.

The Contractor will notify the Resident Engineer in writing three (3) calendar days prior to any activities that will disrupt runway, taxiway and/or apron traffic; a three day notice will be required for road closures and lane closures.

MATERIALS

150530-2.1 MATERIALS. Materials shall be according to the following:

- FAA Advisory Circular 150/5370-2 (current issue), Operational Safety on Airports During Construction.
- Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted April 1, 2016.
- Illinois Department of Transportation Supplemental Specifications and Recurring Special Provisions, adopted January 1, 2019.

CONSTRUCTION METHODS

150530-3.1 GENERAL. All work zone traffic control and protection shall be according to: the Site and Safety Plan, Notes, and details; FAA Advisory Circular 150/5370-2 (current issue), Operational Safety on Airports During Construction, and; Highway Standards (latest issue), as published by the Illinois Department of Transportation.

The traffic control shown on the Plans represents the minimum required combination of traffic control devices needed for a particular construction operation. Conditions created by the Contractor's operation which are not covered by the Plans shall be delineated by devices as directed by the Engineer at no additional cost to the Project.

The Construction Site and Safety Plan represents one suggested alternative for the construction sequencing and method of handling traffic. Revisions or modifications of the traffic control shall have the Engineer's written approval. Any deviation from the proposed plan shall be approved in writing by the Engineer before implementation.

The traffic control should remain in place only as long as needed and shall be removed when directed by the Resident Engineer.

At the pre-construction conference, the Contractor shall furnish the name and telephone number of the individual in the Contractor's employ who is to be responsible, 24 hours a day, for the installation and maintenance of traffic control for the Project. When the actual installation and maintenance are to be accomplished by a subcontractor, consent shall be requested of the Resident Engineer at the time of the preconstruction conference. This shall not relieve the Contractor of furnishing a responsible individual in the Contractor's direct employ. The Resident Engineer will provide the Contractor with the name of its representative who will be responsible for administration of the traffic control.

Removal, relocation, maintenance and inspection of traffic control devices, as required by the Contractor's activities, shall be included in the item and not measured separately for payment.

METHOD OF MEASUREMENT

150530-4.1 Traffic control and protection required under Traffic Maintenance will be measured for payment on a lump sum basis. Where the Contractor's operations result in daily changing, or two or more work areas each of which requires traffic control according to one of the above standards, each work area installation will not be paid for separately, but shall be included in the lump sum price for Traffic Maintenance.

BASIS OF PAYMENT

150530-5.1 Traffic control and protection will be paid for at the Contract lump sum price for Traffic Maintenance. This unit price shall be full compensation for furnishing all labor, materials, tools, equipment and incidentals, including that for relocation, removal and maintenance of the materials necessary to complete the item as specified.

Payment will be made under:

Item AR150530 Traffic Maintenance - per lump sum.

ITEM 152

EXCAVATION AND EMBANKMENT

Revise Item 152 of the Standard Specifications as follows:

152 1.1 DESCRIPTION.

Add the following to the end of this section:

“For the purposes of Excavation and Embankment in this Project, this item is to be constructed for aircraft weighing less than 60,000 pounds (Standard Proctor).”

“All earthwork shall be performed in accordance with the applicable NPDES Construction Site permit issued for this Project, and any applicable municipal or county ordinances or regulations.”

152-1.2 CLASSIFICATION.

Delete the second and third Paragraphs.

Add the following:

“Earthwork cut as required in the Plans may result in unsuitable/unstable material that cannot be incorporated into the work as fill material when constructing the lines and grades shown in the Plan. All such unsuitable/unstable material, that cannot be used in the Work, as determined by the Resident Engineer, shall be loaded and hauled to an off-site disposal site authorized to accept the debris. Excess but suitable material shall be used elsewhere in the Work to the extent possible. Any excess suitable material that cannot be incorporated into the Work shall be lawfully disposed of off-site. The loading, hauling and disposal off-site, including any regulatory testing/documentation, shall **not** be paid for separately, but shall be included in the Contract unit price for “Unclassified Excavation”.

CONSTRUCTION METHODS

152-2.1 GENERAL. Add the following:

“The Contractor will proof-roll the subgrade when required by the Resident Engineer, as directed by the Resident Engineer. The cost for this proofing will **not** be paid for separately, but shall be included in the cost for “Unclassified Excavation.”

“Existing pipe underdrain and associated structures, and cable are in the direct vicinity of excavation. Such facilities shall be protected throughout the project by hand-digging and other suitable means. Utility locations and elevations shall be verified by Contractor by survey when requested by the Resident Engineer; cost incidental to Item 152. Any damage to such facilities shall be repaired at the Contractor’s Expense.”

152-2.2 EXCAVATION. Add the following to the fifth Paragraph:

“Unsuitable/unstable material, as determined by the Resident Engineer”, and any excess suitable material not used in the Work shall be loaded, hauled, tested/documented as may be required by state

law, and disposed of at an off-site disposal site authorized to accept the debris. Only material identified by the Resident Engineer for haul and disposal shall be hauled from the Work and disposed of at the off-site location. Contractor shall provide for all materials testing and suitability documentation as required by State law for the disposal of suitable material or unsuitable construction debris. Loading, haul, testing and disposal of the excess material to the off-site disposal site shall **not** be paid for separately, but shall be included in the Contract unit price for "Unclassified Excavation".

Add the following:

"Excess but suitable material shall be used elsewhere in the Work to the extent possible; any excess material that cannot be incorporated into the Work shall be lawfully disposed of off-site. The loading, hauling and disposal off-site, including any regulatory testing/documentation, shall **not** be paid for separately, but shall be included in the Contract unit price for "Unclassified Excavation".

Add the following:

"Topsoil to be used elsewhere under this project shall be stockpiled within the construction limits, **but located so as not to violate any runway or any taxiway safety or object area criteria, or obstruct any FAR Part 77 imaginary surfaces, or be located within 15 feet of the pavement edge, or the roadway clear area, whichever is greater**, until separately placed under Item 152480 Shoulder Adjustment. **The location shall be approved by the Resident Engineer.** Placement and storage of the topsoil shall **not** be paid for separately, but shall be included in the Contract unit price for "Unclassified Excavation".

Add the following:

"The Contractor will not be allowed to haul any materials across existing pavements, except for pavement areas shown for removal in the Plans or as shown in the Site and Safety Plan, or to cross any unpaved areas that have been designated by the Airport Owner as used for agriculture, or which have already been seeded under this Contract."

152-2.3 BORROW EXCAVATION. Delete this Section.

152-2.8 HAUL: Add the following:

"The Contractor shall take special precautions when hauling the borrow material so as not to create ruts in adjacent earth areas. All existing graded or turfed areas outside the grading limits, which are disturbed or rutted by the Contractor during the hauling/excavating operation, shall be regraded and returfed at his own expense to the satisfaction of the Engineer. No claim for hauling will be allowed."

152-2.9 TOLERANCES: Add the following:

"For purposes of verifying these tolerances, the Contractor shall furnish to the Project Engineer for review, survey elevations for the prepared subgrade under pavements as specified under Section 50-06 (Responsibility of the Contractor Paragraph G)."

Add:

152-2.15 DUST CONTROL WATERING. This Work shall consist exclusively of the control of dust from construction operations and not for use in the compaction of earth embankment.

Dust shall be controlled by the regular, uniform application of sprinkled water to earth surfaces and shall be applied as directed by the Resident Engineer, in a manner meeting his approval. Dust control watering shall not be paid for separately but shall be considered incidental to this item.

Add:

152-2.16 RESTORATION OF HAUL ROUTES. At the completion of haul activities, all haul routes used by the Contractor for haul shall have any and all of the aggregate or recycled bituminous milling surface removed, if present, and the routes leveled, graded and re-vegetated (seed and mulch) to the satisfaction of the Resident Engineer and the Airport Manager. **If recycled bituminous millings are used, they must be removed full-depth at the end of the Project.** The top section of any re-graded route shall be topsoil. The cost of this regrading/restoration of haul routes shall be incidental to Item 152.

METHOD OF MEASUREMENT

152-3.2 Delete this Section.

Add:

152-3.4 DUST CONTROL WATERING. Dust control watering will not be measured for payment, but shall be considered incidental to the Contract items for earthwork.

Add:

152-3.5 RESTORATION OF HAUL ROUTES. Restoration of Haul Routes will not be measured for payment, but shall be considered incidental to the Contract items for earthwork.

BASIS OF PAYMENT

152-4.1 Replace the second Paragraph with the following:

“Payment for “Unclassified Excavation” shall also include the removal to an off-site disposal site of excess suitable material and unsuitable materials, if any, at the discretion of the Resident Engineer.”

152-4.2 Delete this Section.

152-4.3 Delete this Section.

Add the following:

“Payment will be made under:

“Item AR152410 Unclassified Excavation - per cubic yard.”

ITEM 152540

SOIL STABILIZATION FABRIC

Revise Item 152540 of the Standard Specifications as follows:

MATERIALS

152540-2.1 GEOTEXTILE FABRIC FOR SOIL STABILIZATION.

Delete this section and replace with the following:

“The stabilization fabric shall be a multi-purpose, woven, high-performance polypropylene geotextile providing for filtration, separation and soil reinforcement. The geotextile shall be inert to biological degradation and resistant to naturally encountered chemicals, alkalis, and acids. The fabric shall contain as a minimum the following specific properties:

Mechanical Properties	Test Method	Unit	Minimum Average Roll Value
Tensile Strength (at Ultimate)	ASTM D4595	lbs/ft	4800 (MD)/4800 (CD)
Tensile Strength (at 2% Strain)	ASTM D4595	lbs/ft	960 (MD)/1320 (CD)
Tensile Strength (at 5% Strain)	ASTM D4595	lbs/ft	2400 (MD)/2700 (CD)
Flow Rate	ASTM D4491	gal/min/ft ²	30
Permittivity	ASTM D4491	sec ⁻¹	.40
Apparent Opening Size (AOS)	ASTM D4751	U.S. Sieve	30
Pore Size O ₉₅	ASTM D6767	microns	465
Pore Size O ₅₀	ASTM D6767	microns	632
Factory Sewn Seam	ASTM D4884	lbs/ft	3000
UV Resistance (at 500 hours)	ASTM D 4355	% Strength Retained	80

“In accordance with FAA Buy American Preferences, required under this Project, all materials used for this item shall be made in the USA from raw materials manufactured in the USA. The Contractor shall furnish a certification attesting to adherence to the Buy American Preferences Act.”

BASIS OF PAYMENT

152540-5.1 Add the following:

“Payment will be made under:

Item AR152540 Soil Stabilization Fabric - per square yard.”

ITEM 154606

GRANULAR DRAINAGE SUBBASE

GENERAL

- 154606-1.1 This item shall consist of furnishing, placing, shaping and compacting crushed stone for use as a granular subbase course and drainage layer. The material is to be placed to the lines and grades as shown on the Plans and as directed by the Resident Engineer.

MATERIALS

- 154606-2.1 COARSE AGGREGATE. The crushed coarse aggregate shall conform with the requirements of Article 1004.01 of IDOT Standard Specifications for Road and Bridge Construction, adopted April 1, 2016, and the following specific requirements:

- (a) Description. The coarse aggregate shall be crushed gravel, novaculite, crushed stone or crushed sandstone. **Pit run gravel and gravel shall not be used for the granular subbase material.**

The granular material, if approved by the Engineer, may be produced by blending aggregates from more than one source, provided the method of blending results in a uniform product. The components of a blend may not be of the same kind of material. The source of material shall not be changed during the progress of the Work without written permission of the Engineer. Where a natural aggregate is deficient in fines, the material added to make up deficiencies shall be a material approved by the Engineer.

- (b) Quality. The coarse aggregate shall be Class D Quality or better.
- (c) Gradation. The coarse aggregate base gradation shall be CA-7.

CONSTRUCTION METHODS

- 154606-3.1 GENERAL. All work involved in clearing and stripping of quarries and pits, including the handling of unsuitable material, shall be performed by the Contractor at his own expense. The subbase material shall be obtained from approved sources. The material shall be handled in a manner that shall secure a uniform and satisfactory product.

- 154606-3.2 EQUIPMENT. All equipment necessary for the proper construction of this Work shall be on the Project, in first-class working condition, and approved by the Resident Engineer before construction is permitted to start. Equipment available shall meet the requirements of IDOT Standard Specifications for Road and Bridge Construction, adopted April 1, 2016, Article 311.03, of Section 311, Granular Subbase.

154606-3.3 PREPARING UNDERLYING COURSE. The underlying subgrade shall be checked and accepted by the Resident Engineer before placing and spreading operations are started. The subgrade shall be free of ruts, objects and debris, but **shall not be proof rolled unless directed by the Resident Engineer.**

The crushed aggregate is to be placed over a separation fabric as specified in Item 156513. The furnishing and placement of the fabric will be paid under Item AR156513. The aggregate will be spread over the fabric in a manner that is not injurious to the fabric. To protect the underlying course and to insure proper drainage, the spreading of the aggregate shall begin along the centerline of the area for a crowned section or on the high side of the pavement with a one-way slope. Grade control shall be provided by the Contractor using string lines, checkboards, forms or other suitable methods that will assure that the separation fabric beneath is not damaged.

154606-3.4 PLACING AND SPREADING. The depositing and spreading of the material shall commence where designated and shall progress without breaks. The drainage layer shall be constructed in a layer of not less than 3-inches nor more than 6-inches of compacted thickness. The material shall be deposited and spread on the underlying subgrade and separation fabric in lanes of a uniform thickness and gradation, without segregation by size or pockets of fine or coarse materials, and to such loose depth that, when compacted, the layer shall have the required thickness. The aggregate shall be spread by spreader boxes or other approved devices or methods that shall spread the aggregate in the required amount to avoid or minimize the need for re-handling the material and to prevent the rutting of the underlying subgrade. Hauling over the un-compacted material shall not be permitted.

No material shall be placed in snow or on a soft, muddy, or frozen underlying course, unless directed by the Resident Engineer.

When more than one layer is required, the construction procedure described herein shall apply similarly to each layer.

During the placing and spreading, sufficient caution shall be exercised to prevent the incorporation of subgrade or shoulder material in the base mixture.

154606-3.5 ROLLING AND COMPACTING. After spreading, the crushed aggregate shall be thoroughly compacted by rolling. The rolling shall progress gradually from the sides to the center of the lane under construction, or from one side toward previously placed material by lapping uniformly each preceding rear wheel track by one-half the width of such track. Rolling shall continue until the stone is thoroughly set, the interstices of the material reduced to a minimum, and creeping of the stone ahead of the roller is no longer visible. The base shall be compacted to the satisfaction of the Resident Engineer.

The course shall not be rolled when the underlying course is soft or yielding or when the rolling causes undulation in the subbase course.

In areas inaccessible to rollers, the crushed aggregate material shall be tamped thoroughly with mechanical tampers.

The sprinkling during rolling, if necessary, shall be in the amount and by equipment approved by the Resident Engineer.

154606-3.6 **FINISHING OF SUBBASE.** Prior to final shaping, the subbase shall be brought to true shape. After the subbase has been brought to its true shape and correct elevation, the surface shall be wetted and rolled as directed by the Resident Engineer with a three-wheel or tandem roller weighing between 6 and 10 tons and weighing not less than 200 pounds/inch nor more than 325 pounds/inch of width of the roller.

After the subbase has been compacted and shaped, the surface of the subbase shall be tested for crown and elevation. The Contractor shall furnish all equipment necessary for these checks. Any portion lacking the required smoothness or failing in accuracy of grade or crown shall be scarified, reshaped, re-compacted, and otherwise manipulated as the Resident Engineer may direct until the required smoothness and accuracy are obtained. The finished surface shall not vary more than 1/2-inch from a 16-foot straightedge when applied to the surface parallel with, and at right angles to, the centerline, or shall not be more than 0.05 foot from the true grade as established by grade hubs or pins. The Contractor shall have at all times a minimum of one (1) day's production of subbase ahead of any crushed aggregate base course to be placed.

The subbase shall be moist at the time of placing subsequent base materials. If the subbase subsequently becomes too dry, it shall be sprinkled again, in such a manner as not to form puddles of water. The Contractor shall provide water and all equipment necessary to meet this requirement. The cost of watering shall be incidental to the Contract.

154606-3.7 **TOLERANCE IN THICKNESS.** The subbase shall be constructed to the thickness shown on the Plans. Thickness determinations shall be made by depth tests or cores taken at intervals in such a manner that each test shall represent no more than 1500 square yards. When the base deficiency is more than 1/2-inch, the Contractor shall correct such areas by scarifying, adding satisfactory base mixture, rolling, sprinkling, reshaping, and finishing in accordance with these Specifications.

The Contractor shall replace, at his expense, the subbase material where borings have been taken for test purposes.

For purposes of determining suitability for placement of Item 209, the Contractor shall furnish grade elevations for the granular drainage subbase to the Project Engineer for review, as specified under Section 50-06 (Responsibility of the Contractor Paragraph G).

154606-3.8 **PROTECTION.** Work on the subbase shall not be accomplished during freezing temperatures nor when the subgrade is wet. When the aggregates contain frozen materials or when the underlying course is frozen, the construction shall be stopped.

Hauling equipment may be routed over completed portions of the subbase, provided no damage results and provided that such equipment is routed over the full width of the course to avoid rutting or uneven compaction. However the Resident Engineer shall have the full and specific authority to stop all hauling over completed or partially completed subbase when, in his opinion, such hauling is causing damage. Any damage resulting from routing equipment over the course shall be repaired by the Contractor at his own expense.

154606-3.9 **MAINTENANCE.** Following the completion of the subbase, the Contractor shall perform all maintenance work necessary to keep the subbase in good condition. The subbase shall be properly drained at all times. If cleaning is necessary, any work or restitution necessary shall be at the expense of the Contractor.

METHOD OF MEASUREMENT

154606-4.1 The Granular Drainage Subbase to be paid for shall be the measured area in square yards for the thickness of subbase course placed, bonded and accepted by the Resident Engineer.

BASIS OF PAYMENT

154606-5.1 Payment will be made at the Contract unit price per square yard, per 6 inch thickness indicated on the Plans, for Granular Drainage Subbase. This price shall be full compensation for furnishing all materials and for the preparation, hauling, and placing of these materials, for furnishing certified scales, and for all labor, equipment, tools and incidentals necessary to complete the item to the satisfaction of the Engineer.

Payment will be made under:

Item AR154606 Granular Drainage Subbase - 6" - per square yard.

ITEM 156000

EROSION CONTROL

Revise Item 156000 of the Standard Specifications as follows:

MATERIALS

156-2.1 SILT FENCE. Delete this Section and replace with the following:

“This fence shall be of either a pre-fabricated type or shall be constructed in the field, and regardless of the fabrication method, shall be of materials meeting the dimensions and material requirements shown in the Plans. The fabric for silt fence shall be a woven fabric meeting the requirements of AASHTO M 288 for unsupported silt fence with less than 50 percent geotextile elongation.”

156-2.7 INLET AND PIPE PROTECTION. Revise this Paragraph to read as follows:

“Erosion control protection shall be provided for at drainage inlets at the locations shown in the Plans and as detailed in the Plans. The complete inlet fabric and fabric insert assembly shall be furnished, installed and maintained as shown in the Plans, and shall be IPP FleXstorm by Inlet & Pipe Protection, FLEXSTORM CATCHIT by Advanced Drainage Systems, FloGard Temporary Inlet Filter by Oldcastle, or approved equivalent. The Contractor shall determine the required assembly size to be used at each location based upon manufacturer recommendations. **The manufacturer shall furnish a certification with each assembly stating the number of assemblies furnished and that the material complies with the requirements of this Special Provision and all Contract requirements for materials, including the Buy American Preferences Act (49 U.S.C. § 50101).** The used inlet protection assembly shall be disposed of off-site at a lawful disposal site when instructed by the Resident Engineer.”

CONSTRUCTION METHODS

156-3.2 TEMPORARY EROSION CONTROL. Revise this Section as follows:

Add the following to Sub-paragraph B.:

“The Contractor shall empty the inlet fabric basket when the bag is half-full, or earlier when directed by the Resident Engineer.”

156-3.6 REMOVAL OF EROSION CONTROL. Add the following to this section:

“Upon removal of the silt fence the disturbed area is to be regraded and reseeded incidental to the contract item for silt fence.

SPECIAL PROVISIONS
JOLIET REGIONAL AIRPORT
REHABILITATE TAXILANES DESIGNATED TH/7, TH/7-1 & TH/7-2

ILLINOIS PROJECT NO. JOT-4671
SBG PROJECT NO. 3-17-SBGP-144
CONTRACT NO. JO024

BASIS OF PAYMENT

156-5.1

Add:

“Payment will be made under:

“Item AR156510 Silt Fence - per linear foot.

Item AR156520 Inlet Protection – per each.”

FLEXIBLE BASE COURSES

ITEM 209

CRUSHED AGGREGATE BASE COURSE

Revise Item 209 of the Standard Specifications as follows:

209-1.1 DESCRIPTION. Add the following:

“The Crushed Aggregate Base Course shall be placed upon a prepared subgrade in lifts of limited thickness as required in the Standard Specifications and to the total uniform compacted thicknesses shown in the Plans. **In accordance with Section 209-3.2, the material used in this item shall be pugmilled with water at a central mixing plant or traveling plant and placed at the material’s optimum moisture content.**”

MATERIALS

209-2.1 GRADATION. Add the following:

“The **Gradation B column in Table 1**, Requirements for Gradation of Aggregate, shall be used.”

CONSTRUCTION METHODS

209-3.4 FINISHING AND COMPACTING. Revise this section as follows:

Add the following after the first paragraph:

“For the purpose of compaction control testing, this item is to be constructed for aircraft weighing less than 60,000 pounds (Standard Proctor).”

Add the following after the third paragraph:

“The Contractor shall furnish the Resident Engineer with the size and type of straightedge required to check the pavement components as directed in the various sections of the specifications.”

209-3.7 SURFACE GRADE ACCURACY. Add the following to this Section.

“For purposes of this grade check, the Contractor shall furnish grade elevations for the crushed aggregate base course to the Project Engineer for review, as specified under Section 50-06 (Responsibility of the Contractor Paragraph G).”

METHOD OF MEASUREMENT

209-4.1 Delete this Section. Section 209-4.2 of the Standard Specifications shall be used.

209-4.3 Delete this Section.

BASIS OF PAYMENT

209-5.1 Add the following:

"Payment will be made under:

"Item AR209606 Crushed Agg. Base Course - 6" - per square yard."

FLEXIBLE SURFACE COURSES

ITEM 401

BITUMINOUS SURFACE COURSE - SUPERPAVE

(Central Plant Hot Mix)

Revise Item 401 (Superpave) of the Standard Specifications as follows:

401-1.1 DESCRIPTION. Add the following paragraphs:

"Item 603 Bituminous Tack Coat shall be placed between this item and the newly placed bituminous base course, and between the first and any subsequent lifts for this item, if applicable, in accordance with Item 603, and as approved by the Resident Engineer. **Tack Coat shall Not be deleted.**

"For purposes of materials, design and testing criteria, this item is to be constructed for Traffic Mix **Aircraft Under 60,000 Pounds – Runway or Taxiway**, and for **Method I – Under 2,500 tons/pay item.**

"**This item shall also include the requirements prescribed in Illinois Division of Aeronautics Policy Memorandums 87-2, Density Acceptance of Bituminous Pavements; 87-4, Determination of Bulk Specific Density of Compacted Bituminous Mixes; 96-3, Requirements for Quality Assurance on Projects with Bituminous Concrete Paving, and; 2003-1, Requirements for Laboratory, Testing, Quality Control, and Paving of Superpave Bituminous Concrete Mixes for Airports, current issues.**"

COMPOSITION

401-3.2 JOB MIX FORMULA. Add the following:

"This item is to be designed for Traffic Mix **Aircraft Under 60,000 Pounds – Runway or Taxiway.**

CONSTRUCTION METHODS

401-4.4 HMA PAVERS. Add the following to the end of this Section:

"Should Plan grade elevations and slopes for the Bituminous Base Course have been achieved, subject to the tolerances permitted for Item AR403613, the Contractor may use a ski-type device of not less than 30 feet in length, or as directed by the Engineer, in conjunction with the HMA paver controls. Should Plan grade elevations and/or slopes not have been achieved for the Bituminous Base Course, taut stringline (wire) shall be used for grade control."

401-4.15 ACCEPTANCE TESTING OF HMA MIXES FOR DENSITY. Add the following as the first Paragraph:

"Acceptance of the surface mix shall be performed in accordance with requirements for Method I: Under 2,500 tons/pay item."

401-4.16 SURFACE TESTS. Revise this Section as follows:

Add the following to the second paragraph:

“The Contractor shall furnish the Resident Engineer with the size and type of straightedge required to check the pavement components as directed in the various sections of the Specifications.

Add the following to the third paragraph:

“To verify conformance with Plan final grades, the Contractor shall furnish grade elevations for the final surface lift to the Project Engineer for review, as specified under Section 50-06 (Responsibility of the Contractor Paragraph G).”

401-4.17 SAMPLING PAVEMENT. Add the following to the end of this Section:

“The paving shall be furnished under Method I procedures, and coring only for thickness verification shall be performed.”

BASIS OF PAYMENT

401-6.1 Add the following:

“Payment will be made under:

“Item AR401613 Bit. Surf. Cse. - Method I, Superpave - per ton.

ITEM 401650

BITUMINOUS PAVEMENT MILLING

Revise Item 401650 of the Standard Specifications follows:

DESCRIPTION

- 401-1.1 Add the following:
“Pavement milling necessary for butting new pavement with existing pavement to remain will also be measured for pavement under this item.”

CONSTRUCTION METHODS

- 401-3.1 Delete the last sentence of this Section and replace with the following:
“Pavement milling necessary for butting new pavement with existing pavement to remain will be measured for payment under this item.”

METHOD OF MEASUREMENT

- 401-4.1 Delete this Section and replace with the following:
“Pavement milling necessary for butting new pavement with existing pavement to remain will be measured for payment under this item.”

BASIS OF PAYMENT

- 401-5.1 Add the following:
“Payment will be made under:
“Item AR401650 Bituminous Pavement Milling - per square yard.”

ITEM 401660

SAW AND SEAL BITUMINOUS JOINTS

DESCRIPTION

401660-1.1 This item shall consist of a resilient and adhesive joint sealing filler capable of effectively sealing joints in bituminous asphalt pavement at the locations shown in the Plans or as directed by the Resident Engineer.

MATERIALS

401660-2.1 The joint sealing materials shall conform to ASTM D6690 - Type II.

CONSTRUCTION METHODS

401660-3.1 The Contractor shall mark true lines for each joint sealant location. Each location shall then be sawed to the depth shown on the Plans and the Saw and Seal Joints detail. The costs for sawing for joint sealant placement shall be included in the Contract unit price for Item AR401660. Prior to filling, the joint shall be thoroughly cleaned of all laitance, protrusions, dirt, dust, and other objectionable material and the faces of the joints shall be dry. The filler may then be placed at the depths shown on the Plans and in accordance with manufacturer's recommendations for this type of installation. At the time of application of the sealing compound, the atmospheric and pavement temperature shall be above 50° F. The weather shall not be rainy or foggy. The temperature requirements may be waived only when so directed by the Engineer in writing. The Contractor shall not install any joint sealer material until the Resident Engineer has inspected and approved the condition of the joints immediately prior to the installation of the sealer.

Before sealing the joints, the Contractor shall be required to demonstrate that the equipment and procedures for preparing, mixing and placing the sealing compound will produce a satisfactory joint seal. During the course of the work, any batches that do not have good consistency for application shall be rejected.

METHOD OF MEASUREMENT

401660-4.1 The joint sealing filler to be paid for shall be the linear feet of filler or sealer as specified, sawed and placed, complete and accepted.

SPECIAL PROVISIONS
JOLIET REGIONAL AIRPORT
REHABILITATE TAXILANES DESIGNATED TH/7, TH/7-1 & TH/7-2

ILLINOIS PROJECT NO. JOT-4671
SBG PROJECT NO. 3-17-SBGP-144
CONTRACT NO. JO024

BASIS OF PAYMENT

401660-4.1 Payment will be made at the Contract unit price per linear foot for Saw and Seal Bituminous Joints, which price shall be full compensation for the materials, labor, equipment, tools and incidentals necessary to complete the item as specified and to the satisfaction of the Engineer.

Payment will be made under:

Item AR401660 Saw & Seal Bit. Joints - per linear foot.

ITEM 401665

BITUMINOUS PAVEMENT SAWING

DESCRIPTION

401665 1.1 This item shall consist of a saw cut at the extremity of bituminous pavements that are to be removed by milling, by hand, or as directed by the Resident Engineer. The depth of saw shall be partial depth for milling or full depth for removal, as shown in the Plans or as directed by the Resident Engineer.

CONSTRUCTION METHODS

401665 2.1 The existing pavement shall be saw cut at the locations shown in the Plans or as directed by the Resident Engineer. Partial depth saw shall be as shown in the Plans at milling locations, or full depth at removal locations. During sawing and removal, should any of the pavement to remain be damaged due to a saw cut of insufficient depth, the damaged pavement shall be replaced in a manner satisfactory to the Resident Engineer. However, this pavement replacement shall not be measured for payment.

METHOD OF MEASUREMENT

401665 3.1 This item shall be measured in linear feet marked by the Resident Engineer prior to sawing. Saw cutting outside the limits marked by the Resident Engineer will not be measured for payment.

BASIS OF PAYMENT

401665 4.1 Payment will be made at the Contract unit price per linear foot for bituminous pavement sawing, which price shall be full compensation for the labor, equipment, tools and incidentals necessary to complete the item as specified and to the satisfaction of the Engineer.

Payment will be made under:

Item AR401665 Bituminous Pavement Sawing - per linear foot.

ITEM 401900

REMOVE BITUMINOUS PAVEMENT

Revise Item 401900 of the Standard Specifications as follows:

DESCRIPTION

401900-1.1 Revise the second Paragraph as follows:

“Within the limits shown in the Plans or as directed by the Resident Engineer, the Contractor shall remove all of the existing bituminous concrete pavement. No separate measurements will be made for various HMA thicknesses that may be encountered. Existing Crushed Aggregate Base Course removal that may be required shall be paid under “Unclassified Excavation”.”

CONSTRUCTION METHODS

401900-2.1 Add the following to the first Paragraph:

“Sawcutting under this item shall be measured and paid under Item AR401665.”

Add the following to the second Paragraph:

“Material removed shall include all of the existing bituminous concrete.”

Add the following as a fifth Paragraph:

“The Contractor may use a power-operated mechanical scarifier, roto-mill, planing machine, grinder or other device to remove the asphalt surface in the area for Remove Pavement. However, this milling and disposal shall not be separately measured for payment, but shall be included in the Contract unit price for Remove Bituminous Pavement.”

BASIS OF PAYMENT

401900-4.1 Add the following:

“Payment will be made under:

“Item AR401900 Remove Bituminous Pavement - per square yard.”

ITEM 403

BITUMINOUS BASE COURSE – SUPERPAVE

(Central Plant Hot Mix)

Revise Item 403 (Superpave) of the Standard Specifications as follows:

403-1.1 DESCRIPTION. Add the following paragraphs:

"The Bituminous Base Course for all new pavements shall be placed upon an aggregate base prepared in accordance with Item 602 Bituminous Prime Coat.

"For Bituminous Base Course constructed in two or more lifts, the second and succeeding lifts shall be placed upon a Bituminous Tack Coat, furnished in accordance with Item 603. Each specified tack coat application **SHALL** be required, regardless of condition of the underlying pavement.

"For purposes of materials, design and testing criteria and test section, this item is to be constructed for **Aircraft Under 60,000 Pounds, Runway or Taxiway** and for **Method I - Under 2,500 Tons/pay item**.

"This item shall also include the requirements prescribed in Illinois Division of Aeronautics Policy Memorandums 87-2, Density Acceptance of Bituminous Pavements; 87-4, Determination of Bulk Specific Density of Compacted Bituminous Mixes; 96-3, Requirements for Quality Assurance on Projects with Bituminous Concrete Paving, and; 2003-1, Requirements for Laboratory, Testing, Quality Control, and Paving of Superpave Bituminous Concrete Mixes for Airports, current issues."

COMPOSITION

403-3.2 JOB MIX FORMULA. Add the following:

"This item is to be designed for **Aircraft Under 60,000 Pounds, Runway or Taxiway.**"

403-3.4 TEST SECTION. Delete this section. (Test Section not required.)

CONSTRUCTION METHODS

403-4.4 HMA PAVERS. Add the following to the end of this Section:

"**For the first lift of Bituminous Base Course, taut stringline (wire) shall be used.** The grade elevations for the crushed aggregate base course furnished by the Contractor under Section 50-06 (Responsibility of the Contractor Paragraph G) shall first have been reviewed by the Project Engineer. After placement of the first base course lift, the Project Engineer shall then review the grade elevations resulting from the first lift's placement, **as furnished by the Contractor under Section 50-06 (Responsibility of the Contractor Paragraph G).** Should Plan grade elevations and slopes for the Bituminous Base Course have been achieved, subject to the tolerances permitted for Item AR403613, subsequent lifts may be constructed by the Contractor using a ski-type device of not less than 30 feet in length, or as directed by the Engineer, in conjunction with the HMA paver controls. Each paving lift

shall be reviewed for conformance with Plan elevations and slopes. Should Plan grade elevations and/or slopes have not been achieved for the Bituminous Base Course, taut stringline (wire) shall be used for grade control on each subsequent lift until satisfactory grade elevations and slopes are achieved.”

403-4.13 ACCESPTANCE TESTING OF HMA FOR DENSITY. Add the following to the first paragraph:

“Acceptance of the base mix shall be performed in accordance with requirements for Method I: Under 2,500 tons/pay item.”

403-4.14 SURFACE TESTS. Revise this section as follows:

Add the following to the second paragraph:

“The Contractor shall furnish the Resident Engineer with the size and type of straightedge required to check the pavement components as directed in the various sections of the Specifications.

Add the following to the third paragraph:

“To verify conformance with Plan Base course grades, the Contractor shall furnish grade elevations for the first and final base course lift to the Project Engineer for review, as specified under Section 50-06 (Responsibility of the Contractor Paragraph G). Should grades not be achieved on the first lift, the Contractor shall develop a plan to achieve the required grades prior to paving the next lift, and shall survey each subsequent lift in accordance with Section 50-06 (Responsibility of the Contractor Paragraph G) until the Plan grades are achieved.”

403-4.15 SAMPLING PAVEMENT. Add the following to the end of this Section:

“The paving shall be furnished under Method I procedures, and only coring for thickness verification shall be performed.”

BASIS OF PAYEMNT

403-6.1 Add: “Payment will be made under:

“Item AR403613 Bit. Base Cse. - Method I, Superpave - per ton.”

MISCELLANEOUS

ITEM 602

BITUMINOUS PRIME COAT

Revise Item 602 of the Standard Specifications as follows:

DESCRIPTION

602-1.2 QUANTITIES OF BITUMINOUS MATERIAL. Add the following:

“The quantity of prime coat shown in the Plans is based upon the application of 0.30 gallon per square yard of area. **Prime coat application SHALL be required, regardless of weather or the condition of the underlying aggregate base course.**”

MATERIALS

602-2.1 BITUMINOUS MATERIAL. Add the following to this Section:

“PEP may be used as an option to MC-30, as specified in IDOT Standard Specifications for Road and Bridge Construction, adopted April 1, 2016, Section 403 BITUMINOUS SURFACE TREATMENT, Article 403.02 Materials.”

CONSTRUCTION METHODS

Add:

602-3.6 INDEPENDENT WEIGHT CHECKS. Although this item is documented for payment in gallons, it is based on a measurement of weight which requires any placement of this material be subject to the IDOT, Division of Aeronautics, requirement for independent weight checks for asphalt tonnage items. The Contractor shall cooperate with the Resident Engineer in conducting and furnishing any and all before and after weight checks that are required under these policies. The costs for these weight checks shall not be paid for separately, but shall be included in the Contract unit price for this item.

METHOD OF MEASUREMENT

602-4.1 Add the following paragraph to this Section:

“Although this item is documented for payment in gallons, it is based on a measurement of weight which requires any placement of this material be subject to the IDOT, Division of Aeronautics, requirement for independent weight checks for asphalt tonnage items. The Contractor shall cooperate with the Resident Engineer in conducting and furnishing any and all before and after weight checks that are required under these policies. The costs for these weight checks shall not be paid for separately, but shall be included in the Contract unit price for this item.”

BASIS OF PAYMENT

602-5.1 Add the following:

“Payment will be made under:

“Item AR602510 Bituminous Prime Coat - per gallon.”

ITEM 603

BITUMINOUS TACK COAT

Revise Item 603 of the Standard Specifications as follows:

DESCRIPTION

603-1.2 QUANTITIES OF BITUMINOUS MATERIAL. Add the following:

“The quantity of tack coat shown in the Plans is based upon the application of 0.15 gallons per square yard of area, per lift. **Each specified tack coat application SHALL be required, regardless of weather or the condition of the underlying aggregate base course.**”

CONSTRUCTION METHODS

Add:

603-3.6 INDEPENDENT WEIGHT CHECKS. Although this item is documented for payment in gallons, it is based on a measurement of weight which requires any placement of this material be subject to the IDOT, Division of Aeronautics, requirement for independent weight checks for asphalt tonnage items. The Contractor shall cooperate with the Resident Engineer in conducting and furnishing any and all before and after weight checks that are required under these policies. The costs for these weight checks shall not be paid for separately, but shall be included in the Contract unit price for this item.

METHOD OF MEASUREMENT

603-4.1 Add the following paragraph to this Section:

“Although this item is documented for payment in gallons, it is based on a measurement of weight which requires any placement of this material be subject to the IDOT, Division of Aeronautics, requirement for independent weight checks for asphalt tonnage items. The Contractor shall cooperate with the Resident Engineer in conducting and furnishing any and all before and after weight checks that are required under these policies. The costs for these weight checks shall not be paid for separately, but shall be included in the Contract unit price for this item.”

BASIS OF PAYMENT

603-5.1 Add the following:

“Payment will be made under:

“Item AR603510 Bituminous Tack Coat - per gallon.”

ITEM 610

STRUCTURAL PORTLAND CEMENT CONCRETE

Revise Item 610 of the Standard Specifications as follows:

DESCRIPTION

610-1.1 Add the following:

“This item shall also include the requirements prescribed in Illinois Division of Aeronautics Policy Memorandums 18-08.1, Acceptance Procedure for Finely Divided Minerals Used in Portland Cement Concrete and Other Applications; 96-1, Item 610, Structural Portland Cement Concrete: Job Mix Formula Approval and Production Testing, and; 2001-1, Requirements for Cold Weather Concreting, current issues.”

CONSTRUCTION METHODS

610-3.16 CURING AND PROTECTION. Add the following:

“All Structural Portland Cement Concrete placed under Item 610 which is exposed to weather, shall be cured and protected by the Liquid Membrane Curing Method using an IDOT-approved curing compound, as specified herein, and whose cost shall be incidental to Item 610. The compound shall meet all Contract requirements for materials, including the Buy American Preferences Act (49 U.S.C. § 50101).”

BASIS OF PAYMENT

No direct payment will be made for structural Portland cement concrete. The cost of furnishing and installing structural concrete shall be considered incidental to the Contract unit prices for the respective pay items utilizing the concrete. These prices shall be full compensation for furnishing all materials and for all preparation, delivering and installation of these materials, and for all labor, equipment, tools and incidentals necessary to complete the item.

ITEM 620
PAVEMENT MARKING

Revise Item 620 of the Standard Specifications as follows:

MATERIALS

620-2.2 PAINT. Add the following as the first Paragraph:

“Permanent yellow and black markings shall be of waterborne material. Yellow paint shall conform to Federal Standard No. 595, color 33655 or 33538. Black paint shall conform to Federal Standard No. 595, color 37038.”

CONSTRUCTION METHODS

620-3.3 PREPARATION OF SURFACE. Add the following:

“Surface preparation methods shall also adhere to the recommendations of Chapter 4 of Airfield Marking Handbook, Report IPRF 01-G-002-05-1, Innovative Pavement Research Foundation, September, 2008.”

620-3.5 APPLICATION. Revise the first sentence in the second Paragraph of this Section to read:

“The waterborne paint shall be mixed in accordance with the manufacturer’s instructions and applied to the pavement with a marking machine in two applications, each at the rate(s) shown in TABLE 1. The addition of thinner will not be permitted.”

BASIS OF PAYMENT

620-5.1 Add the following:

“Payment will be made under:

Item AR620520 Pavement Marking - Waterborne - per square foot.

Item AR620525 Pavement Marking – Black Border – per square foot.”

DIVISION IV

DRAINAGE

ITEM 701

PIPE FOR STORM SEWERS AND CULVERTS

Revise Item 701 of the Standard Specifications as follows:

DESCRIPTION

701-1.1

Add the following:

“This item shall also include the removal of existing pipe, regardless of size and type, at the locations shown in the Plans, or as directed by the Resident Engineer.”

METHOD OF MEASUREMENT

701-4.2

Delete this Section

701-4.3

Delete this Section.

Add:

701-4.4

The footage of pipe removed to be paid for shall be the number of linear feet of pipe, marked for removal in the plans or by the Resident Engineer, completed and approved, to be measured along the centerline of the pipe from end of pipe or inside face of structure to end of pipe or inside face of structure, whichever is applicable. The classes, and types and sizes of pipe removed will not be measured separately, but shall be the sum of all measured pipe lengths.

BASIS OF PAYMENT

701-5.1

Add the following:

”Payment will be made under:

“Item AR701008 8” PVC Storm Sewer - per linear foot.

Item AR701900 Remove Pipe - per linear foot.”

ITEM 705

PIPE UNDERDRAINS FOR AIRPORTS

Revise Item 705 of the Standard Specifications as follows:

705-1.1 DESCRIPTION. Add the following:

“The underdrain pipe shall be wrapped with a filter fabric casing. **A second Underdrain Trench Envelope surrounding the trench, with the underdrain pipe and the porous granular material (Porous Material No. 2), shall also be included.**

“This item shall also include the installation of concrete underdrain inspection holes and cleanouts, as shown in the Plans, and as directed by the Resident Engineer, as specified below.

“This item shall also include the removal of existing underdrain inspection hole and cleanout structures at the locations shown in the Plans, and as directed by the Resident Engineer.”

MATERIALS

705-2.12 CORRUGATED POLYETHYLENE (PE) TUBING AND IGS FITTINGS. Delete this Section and replace with the following:

705-2.12 CORRUGATED POLYETHYLENE (PE) TUBING AND IGS FITTINGS. All underdrain shall be **6-inch** perforated corrugated polyethylene (PE) pipe, **double wall** with a smooth inner surface, conforming to the requirements of AASHTO M 252, Type SP, Class 2. The underdrain shall be wrapped with a filter fabric casing, as noted in Section 705-2.13.”

“In accordance with FAA Buy American Preferences, required under this Project, all materials used for this item shall be made in USA from raw materials manufactured in the USA. The Contractor shall furnish a certification attesting to adherence to the Buy American Preferences Act.”

Add:

705-2.15 UNDERDRAIN TRENCH ENVELOPE. The trench for the underdrain pipe and porous material shall be wrapped in a nonwoven filter fabric envelope. The trench fabric shall be Mirafi 160N, by TC Mirafi, US 160NW by US Fabrics, Inc., or equal. Alternate fabrics may be submitted for consideration by the Engineer. The filter fabric shall not be measured separately but shall be included in the Contract unit price for underdrain pipe.

In accordance with FAA Buy American Preferences, required under this Project, all materials used for this item shall be made in USA from raw materials manufactured in the USA. The Contractor shall furnish a certification attesting to adherence to the Buy American Preferences Act.

Add:

705-2.16 UNDERDRAIN CLEANOUT AND INSPECTION HOLE. Underdrain cleanout and inspection hole shall be as shown in the details and notes shown on the Plans. Concrete collar may be cast-in-place of concrete meeting Item 610 or pre-cast meeting IDOT Specifications for Class PC concrete. Pre-cast structures shall be from IDOT-approved sources. Frames and lids shall be of the type and size shown in the Plans. Bolts and washers for bolted frame and lid/grate assemblies shall be **stainless steel**. The area between the pipe and the frame opening shall be grouted and sealed with a cement mortar. Separate payment for the frame and grate, cement mortar and other incidentals shall not be made but shall be included in the unit price for cleanout and inspection hole.

In accordance with FAA Buy American Preferences, required under this Project, all materials used for this item shall be made in USA from raw materials manufactured in the USA. The Contractor shall furnish a certification attesting to adherence to the Buy American Preferences Act.

Add:

705-2.17 RAPID SETTING FLOWABLE MORTAR. Rapid-setting flowable mortar used in underdrain structure adjustment and for water proofing the pipe connections to the underdrain cleanout and inspection hole shall be Dayton-Superior HD-50, Five Star Highway Patch, or approved equal.

Add:

705-2.18 FRAMES AND LIDS. Frames and lids shall be manufactured in the United States of U.S.-made steel, and of the type and size shown in the Plans. Bolts and washers for bolted frame and lid/grate assemblies shall be **stainless steel**. **In accordance with FAA Buy American Preferences, required under this Project, all materials used for this item shall be made in USA from raw materials manufactured in the USA. The Contractor shall furnish a certification attesting to adherence to the Buy American Preferences Act.**

CONSTRUCTION METHODS

705-3.7 CONNECTIONS. Add the following:

“Underdrain pipe connections to the storm sewer system are to be made at manholes or concrete culvert pipe, unless otherwise shown on the Plans. These connections shall be made through smooth, cored holes made at the proper invert elevation. Holes remaining from existing underdrain pipe connections removed in this work shall be patched to the satisfaction of the Resident Engineer. Concrete conforming with Item 610 shall be used. Connections to structures or pipe and patching of existing connections removed shall not be paid for separately but shall be included in the Contract price for underdrain.

METHOD OF MEASUREMENT

705-4.1 Add the following:

“The number of existing underdrain cleanouts removed shall be the number of units each removed and disposed of as specified or as accepted by the Resident Engineer.”

BASIS OF PAYMENT

705-5.1

Add the following:

“The Contract unit price for remove underdrain cleanout structure shall be full compensation for furnishing and installing all materials, excavation, and backfill, and for all labor, equipment and tools necessary to complete these items to the satisfaction of the Engineer.

“Payment will be made under:

“Item AR705506 6” Perforated Underdrain - per linear foot.

Item AR705630 Underdrain Inspection Hole - per each.

Item AR705640 Underdrain Cleanout - per each.”

ITEM 751001

TRENCH DRAIN

DESCRIPTION

751001-1.1 This item shall also include furnishing, placing and installing a complete high-capacity, preformed trench drain including drain channels, frames, grates and accessories at the locations shown and as detailed in the plans. This item shall include all labor, equipment and materials required to provide an operating trench drainage system acceptable to the Resident Engineer.

MATERIALS

751001-2.1 PREFORMED TRENCH DRAIN SYSTEM

The preformed trench drain shall be a polyester matrix with bottom dimensions 8.63" inside to match 8" diameter pipe with lateral sidewall transitions and shall have a full radius. The frame shall fully support the grate and transfer vertical load linearly into the adjacent concrete. Channels shall be pre-slopped at 0.5% as shown in the Plans. Maximum capacity without extensions shall be 3000 GPM at flat and level grade. The channels shall permit a continuously slopped run of up to 240' without extensions.

The polyester fiberglass shall have minimum material properties as follows:

DESCRIPTION	TEST METHOD	VALUES
Water Absorption	ASTM 5-570	<1%
Chemical Resistance	ASTM D-543	75% Strength, <2% Change in Weight/Dimension
Accelerated Service	ASTM D-7566-E	75% Strength, <2% Change in Weight/Dimension
CTE (Coefficient of Thermal Expansion)	ASTM D-696	4.4 x 10 ⁻⁶ in/in/°F

The grating and frames shall be made of ductile iron (ASTM A-536 minimum grade 65-45-12) and meet AASHTO HS-20 and FAA load requirements. The frames shall be non-removable from the concrete. The grates shall be removable as shown in the Plans. The removable grates shall have threaded bolt lockdowns that do not unduly impede fluid flow in the channel. The lockdowns shall withstand cyclical loads of 700 pounds after slat exposure per ASTM B-517. The grates shall be made of ductile iron and suitable for frequent traffic applications. The open area shall be 40 sq.in/lin.ft.

The concrete used in encasing the trench shall be P.C. Concrete, Item 610.

CONSTRUCTION METHODS

751001-3.1 The trench drain shall be installed according to the manufacturer's recommendations. The reinforcement in the concrete surrounding the drain shall be adequate for the anticipated loads. The trench drain shall not be used in place of an Expansion joint.

The concrete used in encasing the trench shall be P.C. Concrete, Item 610.

The contractor shall furnish as-built rim and invert elevations for all installed Trench Drain, as specified in Section 50-06.

METHOD OF MEASUREMENT

751001-4.1 The trench drain shall be measured from the end of the channel frame to the opposite end of the channel frame and shall be the length of Trench Drain actually constructed as a complete unit and accepted by the Resident Engineer. No separate measurements will be made for the concrete encasement or other materials used in completing this item.

BASIS OF PAYMENT

751001-4.1 Payment shall be made at the contract unit price for Trench Drain. This price shall be full compensation for furnishing all materials and for all preparation, removals, relocation, erection, installation and disposal, and for all labor, equipment, tools, and incidentals necessary to complete this item. Separate payment shall not be made for P.C. Concrete or other incidentals used in completing the item.

Payment will be made under:

AR751001 Trench Drain - per linear foot.

ITEM 751

MANHOLES, CATCH BASINS, INLETS AND INSPECTION HOLES

Revise Item 751 of the Standard Specifications as follows:

DESCRIPTION

751-1.1 Add the following to the first paragraph:

“This item shall also meet IDOT Specifications and AASHTO M 199 (ASTM C-478) for pre-cast drainage structures. **Fabrication shall also include pre-cast cutouts for underdrain connections. The Contractor shall submit dimensioned, plant fabrication shop drawings to the Project Engineer for review prior to any fabrication.**”

Add the following:

“This item shall also include the removal of an existing inlet at the location shown in the Construction Plans, or as directed by the Resident Engineer.

“This item shall also include the removal of an existing manhole at the location shown in the Construction Plans, or as directed by the Resident Engineer.

“This item shall also include the adjustment of the height of and the replacement of frames and grates on existing structures at the location shown in the Construction Plans or as directed by the Resident Engineer.”

MATERIALS

751-2.6 FRAMES, COVERS AND GRATES. Add the following:

“The frames and grates for inlets and manholes shall be of the size and type specified. The frames and grates for new inlets and manholes shall be included in the Contract unit price for inlets and manholes.) The replacement frames and grates for adjusted manholes shall be paid under Item AR751943). **Bolts and washers for bolted frame and lid/grate assemblies, if specified, shall be stainless steel.**

“**In accordance with FAA Buy American Preferences, required under this Project, all materials used for this item shall be made in USA from raw materials manufactured in the USA. The Contractor shall furnish a certification attesting to adherence to the Buy American Preferences Act.**”

751-2.7 STEPS. Add the following to this Section:

“Steps made from weather resistant copolymer polypropylene, of the size detailed in the Plans, and meeting the requirements of ASTM C-478 and AASHTO M-199, may also be used. The polypropylene shall conform to ASTM D-4101; the 1/2-inch Grade 60 deformed reinforcing bar shall meet ASTM A-615.”

Add:

751-2.9 REPLACEMENT FRAME AND GRATE. The replacement frame and grate shall be as detailed in the Construction Plans. The castings shall be manufactured in the United states of U. S.-made material. **Bolts and washers, if specified for the frame/lid assembly, shall be stainless steel.**

“In accordance with FAA Buy American Preferences, required under this Project, all materials used for this item shall be made in USA from raw materials manufactured in the USA. The Contractor shall furnish a certification attesting to adherence to the Buy American Preferences Act.”

Add:

751-2.10 CONCRETE ADJUSTING RINGS FOR ADJUSTED MANHOLE. Height adjustments shall be accomplished by adding new, removing existing, or changing the height of existing adjusting rings. New or replacement concrete adjusting rings shall be pre-cast, meeting IDOT approval. See Section 751-3.14 for manhole adjustments accomplished without ring modification.

CONSTRUCTION METHODS

Add:

751-3.11 PROVISIONS FOR UNDERDRAIN CONNECTIONS. New concrete manhole and inlet structures shall include pre-cast holes for use in making underdrain pipe connections at those locations and at the inverts shown in the Plans and schedules. This pre-cast work shall be incidental to the manhole or inlet.

Add:

751-3.12 REMOVE INLET. Existing inlet marked for removal shall be carefully removed. Backfill and restoration of the opening shall be in accordance with Item 751 for structures under pavement. The removed structure shall be legally disposed of off-site by the Contractor. Backfill, restoration and disposal costs shall not be measured separately for payment but shall be incidental to the Contract unit price for inlet removal.

Add:

751-3.13 REMOVE MANHOLE. Existing manhole marked for removal shall be carefully removed. Backfill and restoration of the opening shall be in accordance with Item 751 for structures under pavement. The removed structure shall be legally disposed of off-site by the Contractor. Backfill, restoration and disposal costs shall not be measured separately for payment but shall be incidental to the Contract unit price for manhole removal.

Add:

751-3.14 ADJUST INLET AND REPLACE FRAME AND GRATE. Inlet adjustment shall include the removal of the existing frame and grate, and its disposal off-site at the Contractor's expense.

When the rim elevation is raised, pre-cast adjusting rings meeting IDOT approval shall be used to set the new frame and grate at the specified elevation.

When lowering the rim elevation, the manhole top shall be removed and the structure walls uniformly sawed to the required elevation. When placing the manhole top, the cut surfaces shall be clean and the top set on the manhole in accordance with Item 751. When setting the new frame, the frame and adjusting rings shall be set in cement mortar, as elsewhere specified for Item 751.

Whether raised or lowered, **the replacement frame shall be set to the grade (pavement slope) specified for the manhole location.** The unit shall be set firm and secure. The frame and lid shall be tightened firmly. When the adjustment is under pavement, crushed aggregate meeting the gradation for Item 209 shall be used between the manhole top slab and the new pavement.

All work associated with the removal of the existing frame and grate, the installation of adjusting rings to achieve the new final rim elevation, concrete wall sawing, all mortaring and waterproofing, establishment of the final aggregate base elevation shall be included in Item AR751940.

Furnishing and setting of the new frame and grate shall be paid under Item AR751927.

Add:

751-3.15 **AS-BUILT SURVEY.** The contractor shall furnish as-built rim and invert elevations for all installed manholes and catch basins as specified in Section 50-06.

METHOD OF MEASUREMENT

751-4.1 Add the following:

“The number of inlets removed shall be the number of existing structures removed, disposed of and accepted in accordance with this Item and shall be counted and measured as one unit.

“The number of manholes removed shall be the number of existing structures removed, disposed of and accepted in accordance with this Item and shall be counted and measured as one unit.

“The number of inlets adjusted and frame and grates replaced shall be the number of inlets adjusted and frame and grate units installed and accepted.”

BASIS OF PAYMENT

751-5.1 Add the following:

“The accepted number of inlets removed shall be paid at the Contract unit price per each, complete and accepted. The accepted number of manholes removed shall be paid at the Contract unit price per each, complete and accepted. The number of inlets adjusted and frame and grates replaced shall be paid at the Contract unit price per each, complete and accepted. These prices shall be full compensation for furnishing all materials and all preparation, excavation, backfilling, placing and adjusting of the materials; furnishing and installation of such specials and connections to pipes and other structures as may be required to complete the item as shown in the Plans, and; for all labor, equipment, tools and incidentals necessary to complete the item.

SPECIAL PROVISIONS
JOLIET REGIONAL AIRPORT
REHABILITATE TAXILANES DESIGNATED TH/7, TH/7-1 & TH/7-2

ILLINOIS PROJECT NO. JOT-4671
SBG PROJECT NO. 3-17-SBG-144
CONTRACT NO. JO024

“Payment will be made under:

“Item AR751550 Manhole 5' - per each.

Item AR751900 Remove Inlet - per each.

Item AR751903 Remove Manhole - per each.

Item AR751927 Replace Frame & Grate - per each

Item AR751940 Adjust Inlet - per each.”

ITEM 751993

REHABILITATE MANHOLE

DESCRIPTION

751993-1.1 This item shall consist of the rehabilitation of existing manholes, including, surface preparation, patching, lining and testing in accordance with these specifications, at the specified locations shown in the plans or required by the Engineer.

MATERIALS

751993-2.1 GROUT. The grout utilized for patching shall conform to the recommendations of the patch and seal liner Manufacturer for resurfacing, and it shall be confirmed by the patch and seal liner Manufacturer that it is compatible with the protective lining. The Manufacturer shall verify the product compatibility, in writing, prior to being incorporated in the project.

751993-2.2 CEMENTITIOUS LINER. The cementitious liner shall consist of a high strength, fiber-reinforced, Portland Cement based Mortar or a Calcium Aluminate Cement for use in rehabilitating manholes.

In addition to the requirements in this special provision, the following minimal physical properties shall be met for the cementitious manhole liner:

Property	ASTM Test Method	Portland Cement Mortar System	Calcium Aluminate System
Flexural Strength	C-293	1,600 psi	1,600 psi
Compressive Strength (initial)	C-109	5,500 psi	4,000 psi
Compressive Strength (28-day)	C-109	9,000 psi	9,000 psi
Tensile Strength (28 day)	C-496	800 psi	800 psi
Bond	C-882	2,000 psi	2,000 psi
Sulfide Resistance (90, days in 20,000 ppm aqueous sulfuric acid solution)	C-267	No weight loss	No weight loss
Shrinkage	C-596	0.0% @ 95% RH	0.0% @ 90% RH
Permeability	AASHTO T-277	300 coulombs	300 coulombs
Density	N/A	130 pcf	125 pcf

The cementitious liner shall terminate one (1) foot below the manhole frame and lid casting. The remaining portion of the manhole shall have a flexible, high strength, corrosion resistant epoxy product that overlaps the frame and lid casting of the manhole. One manufacturer shall be used for the cementitious and the remaining manhole liner to ensure the products are designed to work together as a complete system. The Contractor shall follow the Manufacturer's recommendations regarding which product shall be applied first to the manhole and whether the products shall overlap.

The flexible liner to be used with the cementitious shall meet the following minimum physical properties:

Property	ASTM Test Method	Flexible Liner System
Elongation	D-412	600%
Tensile Strength	D-412	1,600 psi
Hardness, Shore A	D-2240	80
Adhesion	D-4541	350 psi
Slant Shear Strength	D-638	2,000 psi

The cementitious liner materials used shall be designed, manufactured, intended for manhole structure rehabilitation, and for the application onto concrete or brick strata.

All material shall be handled per the Manufacturer's material safety data sheets. Mixing and application of manhole liner system shall be in strict accordance with Manufacturer's recommendation. The materials shall be delivered to the site in original, unopened containers and clearly labeled. The materials are to be stored, covered, and at a temperature in accordance with the manufacture's recommendations.

Materials shall be chosen such that the coloring of the installed liner will not interfere with visual assessment of the manhole. The Resident Engineer shall have exclusive authority to approve or disapprove of the color of the installed manhole liner; generally, lighter colors such as white are acceptable.

All materials shall be approved prior to installation.

751993-2.4 **All materials shall be in compliance with the AIP (Airport Improvement Program) Buy American Preferences.**

CONSTRUCTION METHODS

751993-3.1 SURFACE PREPARATION. This work shall consist of furnishing equipment, cleaning and prepping the interior surface and mating surfaces of manholes, power washing manhole surfaces, scarifying metal components, and disposing of material.

A manhole that is to receive any type of rehabilitation shall have the interior manhole surface prepped.

All deteriorated manhole steps shall be removed in their entirety and shall be replaced prior to manhole patching and sealing. The step shall be removed flush or to within 1/2" of the manhole interior wall surface. Any holes created from the manhole step removal shall be patched with product that is compatible with the manhole patching and sealing product as required by the manufacture of the specified manhole rehabilitation products.

The roots within manholes shall be removed. Only physical removal of roots will be allowed; no chemical treatment removal methods will be permitted.

The manhole shall be thoroughly cleaned to produce a clean, roughened, and sound surface. The Contractor shall clean all surfaces of the entire manhole, not just a designated area.

All interior surfaces shall be cleaned using a minimum of 2,000 psi water to remove all foreign matter or per the Manufacturer's recommendation. The power washer equipment shall be capable of providing up to 5,000 psi. If all deposits have not been removed as determined by the Resident Engineer, a solution of muriatic acid mixed at a ratio of one part acid to ten parts water shall be applied by spray to the walls of the manhole. After the solution is used, it shall be washed off completely and the manhole allowed to dry. The mixing, application and removal of the acid solution shall be completed in strict accordance to the manufacturer's specifications and recommendations. All safety procedures applicable to the handling of the acid shall be strictly adhered to.

All material resulting from the cleaning operation shall be cleaned and disposed of offsite by the Contractor in accordance with applicable regulations.

The frame and lid whether existing or new shall be scarified as required by manhole rehabilitation manufacturer.

751993-3.2 **PATCHING.** Repair products shall be used to fill voids, missing bricks, missing mortar, holes, defective pipe penetrations, and/or smooth transitions between manhole components prior to installation of the manhole liner. All repair products shall be installed to minimum thickness as recommended within the Manufacturer's published guidelines, and the repair product materials shall comprise a system specifically recommended by the Manufacturer for manhole rehabilitation. Repair and resurfacing products shall be handled, mixed, installed and cured in accordance with Manufacturer's recommendations. All repaired and resurfaced areas shall be inspected by the Contractor for suitability to receive the manhole liner.

The structure surface shall be prepared per this special provision and shall be inspected for the following items: leaks, cracks, soft and unsound areas, holes, exposed rebar, ring and cover condition, invert condition, and inlet and outlet pipe conditions. Identified defects shall be repaired. Deteriorated steps shall be removed and replaced.

All pipes to the manhole shall be inspected after the use of any rehabilitation product to verify the product has not leaked through a joint into a pipe. If leakage has occurred in a pipe, it shall be removed immediately.

Repair and resurfacing products shall be allowed to cure the duration required by the Manufacturer's specified curing time prior to applying the manhole lining.

The frame and lid shall be scarified as required by the manhole liner Manufacturer.

The Contractor shall be responsible for the flow control in the manhole from active pipe connections. Any damages associated with flow control is the responsibility of the Contractor and shall receive no additional compensation.

The manhole shall be dried prior to application of the patching and sealing products as required. This shall be done in accordance with the Manufacturer's recommendations. The Contractor shall determine whether the manhole meets the humidity and pH requirements specified by the manhole lining Manufacturer.

751993-3.3 **LINING.** Liner activities shall not be performed in a manhole until all Patch and Seal Preparation activities have been completed.

The Contractor shall verify each manhole diameter and depth prior to beginning any manhole lining activities. The Contractor shall notify the Owner and Engineer of any discrepancies.

The Contractor shall be approved and accepted by the Manufacturer in the application of the cementitious manhole liner product. The Contractor shall provide documentation of training and Manufacturer approval to the Owner if requested.

The cementitious liner shall be installed in the manholes identified on the Plans. The specified liner shall be monolithic and continuous over its entire length, from the waterline of the main/trough of the manhole to a foot below the casting, and shall be free from any flaws.

- If a manhole has a bench, the bench shall be lined to the trough.
- If there is no bench, the liner shall extend to the waterline of the channel.
- The liner shall be applied to the manhole starting at the bottom (invert/trough/waterline) of the manhole up to the manhole casting/frame.

The cementitious liner material shall be troweled or brushed to a smooth finish after application per the Manufacturer's recommendations. The liner may be applied either by a low pressure spray equipment or trowel to minimum thickness of a 1/2" but shall not be less than what is recommended by the Manufacturer.

The Contractor shall submit a plan with the Manufacturer's product including Manufacturer's required thickness

The equipment used to apply the manhole liner shall be Manufacturer recommended and approved, and it shall be in proper working order.

The finished cementitious liner product shall adhere to the manhole at all points and shall meet or exceed the minimum design thickness established prior to installation. The final liner system shall be completely free of voids or pin holes. Any recoats required shall be completed within the Manufacturer's recommendation.

After installation, the cementitious liner system shall be cleaned as recommended by the Manufacturer. All finished liner systems shall be protected from damage until tested and accepted by the Owner. Any damage shall be repaired or replaced by the Contractor at the discretion of the Owner or Owner's Representative at no additional cost.

751993-3.4 **TESTING.** The Contractor shall conduct a Film Thickness Measurement during application of any manhole liner product that has a required thickness specified by the Manufacturer. The Contractor shall use a wet film thickness gauge that complies with the ASTM D4414 standard. A Film Thickness Measurement shall be performed at a minimum one (1) time when the liner is applied to a localized location in a manhole and at a minimum of three (3) locations of each manhole liner product when full-depth application is specified. The three (3) locations shall be a) within one foot (1 ft.) of the waterline of the manhole, b) approximate midpoint of the manhole, and c) within two feet (2 ft.) of the casting). Measurements shall be taken by the Contractor and documented in the presence of the Owner or Owner's Representative and submitted to the Owner.

The manhole liner shall be immediately visually assessed after application by the Contractor. Either the Contractor or the Resident Engineer can identify whether a liner has a defect. A defect shall be considered as any item (pinholes, bubbles, hollow spots, other) that could lead to deterioration or

corrosion in the manhole, infiltration in the manhole, and/or any other defects that would reduce the life expectancy of the applied cementitious liner system. The Contractor shall be responsible to repair the defects identified by the visual assessment at no additional cost.

The Contractor shall conduct a Holiday Detection Test, or Spark Test, on all full-depth manhole liner installations. All lined surfaces shall be inspected for holidays with high-voltage holiday detection equipment. If any holidays/voids are detected, they should be marked and repaired per the manhole liner Manufacturer's recommendations. The Holiday Detection Test shall be performed per ASTM D-4787 and/or NACE RPO 188-99. Documentation on areas tested, results and repairs made shall be provided to the Owner, in writing, by the Contractor. The Contractor shall be responsible to repair the failed areas or manholes identified by the Holiday Detection Test at no additional cost.

The Adhesion Test shall test the lined manholes for adhesion/bond of the liner to the substrate. Testing shall be conducted in accordance with ASTM D4541, ASTM D7234, and NACE SP018. A minimum of three (3) – fifty (50) mm dollies shall be affixed to the lined surface. Unless directed otherwise by the Owner or Owner's Representative, the three (3) locations shall be a) within 2 feet of the manhole casting at the cone or chimney area, b) at the mid-section of the manhole and c) at the bottom of the structure. The adhesive used to attach the dollies to the liner shall be rapid setting with tensile strengths in excess of the liner product and permitted to cure in accordance with Manufacturer's recommendations. The liner and dollies shall be adequately prepared to receive the adhesive. Failure of the dolly adhesive shall be deemed a non-test and shall require retesting. Prior to performing the pull test, the liner shall be scored to the substrate by mechanical means without disturbing the dolly or bond within the test area. Two of the three adhesion pulls shall exceed 300 psi or concrete failure with more than 50% of the subsurface adhered to the liner. The Contractor shall reline the areas used for the Adhesion Test per the Manufacturer's recommendations after successful tests are completed. If a structure should fail to achieve two successful pulls, additional testing shall be performed at the discretion of the Owner, or the manhole liner shall be assumed to fail the test and additional lined manholes shall be tested as stipulated in this special provision. Any areas detected to have inadequate bond strength may require further tests to be performed in that area to determine the extent of potentially deficient bonded area. The Contractor shall be responsible to repair the failed areas or manholes identified by the Adhesion Test.

The Contractor shall be responsible to remedy any defect found or failed test from any visual assessment or testing. Any remedy of a defect will not be eligible for additional compensation. Any found defects shall be rectified per the Manufacturer's recommendation.

Any needed additional coats shall occur within the Manufacturer's recoat time. Additional surface preparation procedures will be required if the recoat time is exceeded. The liner Manufacturer's recoat time for the specific application shall be strictly followed by the Contractor.

All manholes that have been rehabilitated will be visually assessed by the Resident Engineer after project completion.

METHOD OF MEASUREMENT

751993-4.1. The number of manholes rehabilitated shall be the number counted and measured by the unit.

SPECIAL PROVISIONS
JOLIET REGIONAL AIRPORT
REHABILITATE TAXILANES DESIGNATED TH/7, TH/7-1 & TH/7-2

ILLINOIS PROJECT NO. JOT-4671
SBG PROJECT NO. 3-17-SBGP-144
CONTRACT NO. JO024

BASIS OF PAYMENT

751993-5.1. The accepted number of manholes rehabilitated will be paid for at the contract unit price per each. This price shall be full compensation for furnishing all materials and for all preparation, grouting and lining; and for all labor, equipment, tools and incidentals necessary to complete the rehabilitation.

Payment will be made under:

Item AR751993 Rehabilitate Manhole – per each

DIVISION V

TURFING

ITEM 901

SEEDING

Revise Item 901 of the Standard Specifications as follows:

MATERIALS

901 2.1 SEED. Delete the seed mixture listed in the table and replace with the following:

<u>Minimum Amount of Common Name</u>	<u>Pure Live Seed per Acre</u>
Shadow II Chewings Fescue Festuca commutate	53 Pounds
Quattro Sheep Fescue Festuca ovina	53 Pounds
Rhino Hard Fescue Festuca brevipila (F. longifolia)	26 Pounds
Henry Hard Fescue Festuca brevipila (F. longifolia)	26 Pounds
Sea Fire Slender Creeping Red Fescue Festuca rubra	26 Pounds
Kent Creeping Red Fescue Festuca rubra, subsp. rubra	26 Pounds
Gulf Annual Rye Grass Lolium multiflorum	<u>10 Pounds</u>
Total	220 Pounds per Acre

Delete the third and fourth Paragraphs.

Add the following:

"Planting times shall be between August 20 and October 20. If fall planting is not possible, the mixture may be planted between March 15 and May 15. Seeding between June 1 and August 15 will not be permitted. If planted in the spring, the Contractor shall furnish additional measures beyond that otherwise required in these Special Provisions to prevent weed growth as recommended by a registered nurseryman at no additional cost to the Contract.

"A sample of selected seed species shall be made available on request to the Resident Engineer for viability testing by the tetrazolium trichloride method, not less than 21 calendar days prior to planting.

"Seed mixtures shall contain the proportion of seed of individual species indicated in the planting design. Changes in seed mixtures must be approved by the Engineer.

"All seeds shall be guaranteed by the Contractor to be true to name. All seeds shall have the proper pre-planting treatments, including stratification, scarification and/or inoculation to promote good germination and growth, prior to any seeding.

"All seedings shall be planted at the specified rates, utilizing the specified species unless otherwise authorized by the Engineer."

901 2.2 LIME. Replace this Section with the following:

"901-2.2 SOIL TESTING AND MODIFICATION. The Contractor shall perform a soil analysis of all on-site and off-site topsoil types to be used in the seedbed. The pH of the topsoil shall be between 5.5 pH and 6.5 pH. Should the pH be less than 5.5, the Contractor shall add agricultural lime of a type and source approved by IDOT, at application rates appropriate to achieve the required pH. Should the pH be greater than 6.5, the Contractor shall add sulfur of a type and source approved by IDOT, at rates appropriate to achieve the required pH. The Contractor shall furnish the test reports and proposed soil modifications for approval to the Engineer prior to any soil modification. All soil testing and modification shall be incidental to seeding."

901 2.3 FERTILIZER. Delete this Section.

CONSTRUCTION METHODS

901 3.1 ADVANCE PREPARATION AND CLEANUP. Add the following as the first Paragraph:

"ALL perennial weeds and spontaneous vegetation shall be eliminated within the seedbed prior to seeding, using mowing/raking and herbicide. Herbicides used for weed removal shall be as recommended by the seed producer. Based upon actual conditions, it may be necessary for this weed removal to begin up to eight weeks before planting. When all vegetation is dead, the soil shall be tilled and otherwise prepared for planting as specified herein. Weed removal prior to acceptance of the lawn shall be incidental to the Contract."

Add the following sentence to the second Paragraph:

"Soil shall be prepared to have clods no more than 12 inches on any side to ensure adequate seed soil contact."

Add the following paragraphs:

"Seed shall not be placed on ground that is frozen or in any way in a condition that is detrimental to the seed.

"Areas shall be de-watered if necessary to accomplish any specified plantings. The method of de-watering shall be approved by the Resident Engineer.

"Final grading and site preparation must be inspected and approved by the Resident Engineer prior to any planting.

"Seedbed preparation shall commence as soon as practicable prior to planting. After preparation, these areas shall be protected from erosion.

"The proposed seeding method shall be stated by the Contractor. The seeding method shall result in a uniform distribution and complete coverage of the entire area to be seeded. If seed drilling is proposed, the seeder shall have an adjustable gate opening provided uniform flow and shall drop the seed directly into place on the prepared seed bed. If the broadcast method is used, within eight hours

of seeding, all seeded areas should be rolled at right angles to the slope with a roller, cultipacker or hand tamped to compact the seedbed. Any areas broadcasted shall be sufficiently rolled or tamped to assist proper germination. All seeding equipment shall be calibrated to ensure the proper flow of seeds to deliver the specified quantities. The Contractor shall use only seeding equipment that is designed to plant grasses.

"All seeding shall be provided within the planting seasons stated in Section 901 2.1, unless season mixes are prior approved by the Project Engineer and conditions are acceptable for seeding as noted in Section 901-2.1.

"Measures to protect planted materials from grazing damage by wildlife shall be recommended and provided by the Contractor.

"Installation and maintenance of erosion control measures pertinent to seeding shall be the responsibility of the Contractor. Erosion control measures which may be damaged and/or removed by the Contractor during planting and related work shall be replaced by the Contractor.

"If on site conditions change or are otherwise altered due to circumstances beyond the control of the Contractor, the Owner, and/or the Project Engineer, such that the Specifications and/or drawings are no longer valid, the Contractor shall notify the Resident Engineer so that remedial measures may be undertaken."

901 3.4 MAINTENANCE OF SEEDED AREAS. Add the following:

"It is essential that the seeds planted herein are watered for one to two months after planting to increase germination rates and seedling survival. The Contractor shall regularly water the seedlings to promote proper germination. It is the Contractor's responsibility to regularly inspect the growth and furnish watering when required. All inspection and watering shall be incidental to seeding."

BASIS OF PAYMENT

901 5.1 Add the following:

"Payment will be made under:

"Item AR901510 Seeding - per acre."

ITEM 905

TOPSOILING

Revise Item 905 of the Standard Specifications as follows:

DESCRIPTION

905-1.1 Add the following:

“Topsoil shall be from on-site and created by stripping of topsoil from within the grading limits shown in the Plans and placed in its final position or stockpiled for re-distribution at locations designated by the Contractor and approved by the Resident Engineer. Stripping of the topsoil and placing in-place and/or in temporary stockpiles shall be paid under Item AR152410. **Any loading and haul of topsoil material from one area of the Project to another area of the Project, which may be required to provide for the required redistribution of topsoil material within the overall Project, will not be measured for payment, but shall be incidental to the Contract unit price for Topsoiling.** Topsoil movement shall be paid only once.”

MATERIALS

905-2.1 TOPSOIL. **Modify the allowed pH to read ... 5.5 pH to 6.5 pH.**

Replace the last sentence of the first Paragraph with the following:

“At least 90 percent of the material shall pass the No. 10 sieve.”

Add the following as the last Paragraph:

“Testing shall be performed by the Contractor for the on-site material. Soils testing and modification shall be furnished in accordance with Item 901, as modified by these Special Provisions.”

CONSTRUCTION REQUIREMENTS

905-3.4 PLACING TOPSOIL. Delete the first sentence of the first Paragraph and replace with the following:

“The topsoil shall be spread on the prepared areas to receive seeding or sodding. The resulting topsoil layer shall be at least four (4) inches in depth; at the outer limits the 4-inch depth can include the existing topsoil layer not disturbed by the construction.”

METHOD OF MEASUREMENT

905-4.1 Revise the last sentence of this Section as follows:

“Topsoil shall be measured by volume in cubic yards computed by the method of average end areas.”

905-4.2 Delete this section.

BASIS OF PAYMENT

905-5.1 Replace this Paragraph with the following:

“The quantity, determined as provided in Section 905-4.1 above, will be paid for at the Contract unit price per cubic yard for the pay item listed below (On Site), which price and payment shall be full compensation for furnishing and placing all material and for all labor, haul, borrow excavation, equipment, tools, and incidentals necessary to complete the work prescribed in this item, to the satisfaction of the Engineer.

“Payment will be made under:

“Item AR905510 Topsoiling (From On Site) - per cubic yard.”

ITEM 908

MULCHING

Revise Item 908 of the Standard Specifications as follows:

DESCRIPTION

908 1.1

Add the following:

“Material used for mulching shall be **Heavy Duty** hydraulic mulch, applied and secured as otherwise provided in the Standard Specifications, regardless of the grade slopes to be mulched.”

MATERIALS

908-2.1

MULCH MATERIAL. Delete the first Paragraph and replace with the following:

“Material used for mulching shall be **Heavy Duty** hydraulic mulch, as specified herein, regardless of the grade slopes to be mulched.”

Delete Subparagraphs A, B and C.

Add the following to Paragraph D., Hydraulic Mulch:

“Material used for mulching shall be **Heavy Duty** hydraulic mulch, as specified herein, regardless of the grade slopes to be mulched.”

CONSTRUCTION METHODS

908 3.1

MULCHING. Add the following:

“Hydraulic mulch shall be applied as specified herein for **Heavy Duty** applications.”

BASIS OF PAYMENT

908-5.1

Add the following:

“Payment will be made under:

“Item AR908510 Mulching - per acre.”

DIVISION VI

LIGHTING INSTALLATION

ITEM 110

INSTALLATION OF AIRPORT UNDERGROUND ELECTRICAL DUCT

110-1.1 Add the following:

“This item of work shall consist of the installation of all proposed conduits and ducts as shown on the Construction Plans.”

110-1.2 REFERENCES

- A. ANSI C80.1 – Rigid Steel Conduit, Zinc Coated.
- B. ANSI C80.4 – Fittings Rigid Metal Conduit and EMT.
- C. ASTM D3350 – Specification of Polyethylene Plastics Pipe and Fittings Materials.
- D. ASTM F2160 – Standard Specification for Solid Wall, High-Density Polyethylene Conduit Based on Controlled Outside Diameter.
- E. NEMA TC-2 – Electrical Plastic Tubing and Conduit.
- F. NEMA TC-3 – Fittings Rigid PVC Conduit and Tubing.
- G. NEMA Specification TC-7 – Smooth-Wall Coilable Polyethylene Electrical Plastic Conduit.
- H. NFPA 70 – National Electrical Code (NEC), most current issue in force.
- I. NFPA 2638645-1 National Fire Protection Association
- J. UL Standard 6 – Rigid Metal Conduit.
- K. UL Standard 514B – Conduit, Tubing and Cable Fittings.
- L. UL Standard 651 – Schedule 40 and 80 Rigid PVC Conduit.
- M. UL Standard 651B – Standard for Continuous Length High-Density Polyethylene (HDPE) Conduit.

110-1.3 SHOP DRAWINGS. The Contractor shall furnish shop drawings for approval before ordering equipment and/or materials. Shop drawings are required for each type of conduit or duct to be used on the project. **Shop drawings shall be clear and legible. Copies that are illegible will be rejected.** Contractor shall submit sufficient copies of shop drawings to meet the needs of his personnel, sub-contractor personnel, and equipment suppliers plus 4 copies to be retained by the Project Engineer.

Contractor may submit electronic copies of shop drawings instead of hard copies. Shop drawings shall include the following information:

- A. **Certification of compliance with the AIP (Airport Improvement Program) Buy American Preferences for all materials and equipment. Do not submit ARRA (American Recovery and Reinvestment Act) certification as a substitute for certification of compliance with the AIP Buy American Preferences. Do not submit NAFTA (North American Free Trade Agreement) certification as a substitute for certification of compliance with the AIP Buy American Preferences. Shop drawings submitted without certification of compliance with the Airport Improvement Program Buy American Preferences or without certification of manufacture in the United States of America from Domestic materials in accordance with the AIP Buy American Requirements will be rejected. See the FAA website at: http://www.faa.gov/airports/aip/buy_american/ for more information on the Airport Improvement Program Buy American Preferences requirements.**
- B. In order to expedite the shop drawing review, inspection and/or testing of materials and equipment, the Contractor shall furnish complete statements to the Project Engineer as to the origin and manufacturer of all materials and equipment to be used in the work. Such statements shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials and equipment.
- C. Illinois Department of Transportation Division of Aeronautics requires the following: ***“Under the FAA Buy American Preference, the contractor is required to submit certification that assures only domestic steel, domestic materials and domestic manufactured products are used. The Buy American statement must come from the producer, not the supplier. Producer verification must state that the items are produced in the United States and are made from 100% domestic materials. Statements that solely refer to the “Buy American Act” or “ARRA” or any federal purchasing act other than Title 49 United States Code (USC), Section 50101 will be rejected. Producers may use the Illinois Department of Transportation Domestic Material Compliance Certification Form AER 25 to satisfy this requirement.”***
- D. Indicate the pay item number for each respective conduit or duct.
- E. Shop drawings shall include conduit and/or duct cut sheets with type, size, specifications, UL listing, manufacturer, and catalog or part number.
- F. Provide manufacturer’s literature confirming the respective duct to be bored is suitable for directional boring with the respective Shop Drawing submittal.
- G. Provide certification that the respective steel conduits used on this project are manufactured from 100 percent domestic steel.
- H. Provide certification that the respective plastic conduits used on this project are manufactured from domestic materials.

EQUIPMENT AND MATERIALS

110-2.1 GENERAL. Add the following:

“All materials for these items shall be in accordance with the FAA Standard Specification 110 Equipment and Materials, as detailed on the Plans, and as specified herein.

- A. Conduit for concrete encased duct shall be Schedule 40 (minimum) Polyvinyl Chloride (PVC) or Schedule 40 (minimum) High-Density Polyethylene (HDPE), sized as detailed on the Plans, and suitable for concrete encasement.
- B. Duct for Item AR110550 Split Duct shall be 4-inch steel split duct or 4-inch non-metallic split duct and shall be compatible with the respective existing duct to be extended. Based on record drawings some of the existing duct to be extended with split duct is understood to be galvanized rigid steel conduit. Include split conduit couplings and/or adapters to interface the existing duct to the proposed split duct.
- C. The duct to be directional-bored shall be Galvanized Rigid Steel Conduit (GRSC) duct, Schedule 40 PVC Conduit, Schedule 80 PVC Conduit or High-Density Polyethylene (HDPE) duct, (Schedule 40, Schedule 80, SDR 9, SDR 11, or SDR 13.5), and suitable for directional boring installation.”

110-2.2 STEEL CONDUIT. Replace this Section with the following:

“Rigid Steel Conduit and fittings shall be hot-dipped, galvanized, UL-listed, and produced in accordance with UL Standard 6 – Rigid Metal Conduit and ANSI C80.1 – Rigid Steel Conduit, Zinc Coated. Couplings, connectors, and fittings for rigid steel conduit shall be threaded, galvanized steel or galvanized, malleable iron, specifically designed and manufactured for the purpose. Fittings shall conform to ANSI C80.4 – Fittings Rigid Metal Conduit and EMT and UL 514B – Conduit, Tubing, and Cable Fittings. Set screw type fittings are not acceptable. Steel used to manufacture conduits shall be 100 percent domestic steel to comply with the Airport Improvement Program Buy American Preference Requirements and the Steel Products Procurement Act. Contractor shall provide certification that the respective steel conduits used on this project are manufactured from 100 percent domestic steel.

Miscellaneous Fittings. Fittings shall be suitable for use with conduits and ducts supplied. All fittings for use with rigid metal conduit shall be threaded. Set screw-type fittings are not acceptable. All conduit bodies, fittings, and boxes installed in classified hazardous locations (Class I, Division 1 or 2, Group D) shall be suitable for use in Class I, Division 1, and Group D locations. Fittings shall be as manufactured by Appleton, Crouse-Hinds, Hubbell-Killark, O-Z/Gedney, or approved equal.

Provide NEMA 4, 4X hubs for all conduit entries into NEMA 4, 4X equipment enclosures to maintain the NEMA 4, 4X rating of the respective enclosure. Hubs for use with NEMA 4X stainless steel enclosures shall be NEMA 4X stainless steel hubs.”

110-2.3 PLASTIC CONDUIT. Add the following to the end of this Section:

“Conduits shall be suitable for underground applications encased in concrete or direct burial, and suitable for exposed applications aboveground.

- C. Conduits for concrete encasement shall be Schedule 40 PVC, UL-listed, rated for 90°C cable, conforming to NEMA Standard TC-2 and UL 651, listed suitable for concrete encasement or Schedule 40 (minimum) HDPE conduit, UL-listed, conforming to NEMA Standard TC-7 and UL 651B and listed suitable for concrete encasement. Conduits shall be suitable for underground applications encased in concrete or direct burial, and suitable for exposed applications aboveground.
- D. Conduits for directional boring shall be Schedule 40 PVC or Schedule 80 PVC conduit, UL-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 9, SDR 11, or SDR 13.5 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. **Per NEC 300.5 (K), raceways installed using directional boring equipment shall be approved for the purpose. Provide manufacturer’s literature confirming the respective duct is suitable for directional boring with the respective Shop Drawing submittal.**
- E. 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.”

110-2.4 SPLIT CONDUIT. Add the following to this Section:

“NON-METALLIC SPLIT DUCT. Non-metallic split duct shall be used to extend existing duct that contains cables and/or for protection of existing cables as detailed on the Plans. Non-metallic split duct shall be Schedule 40 PVC designed for use with power and control cable applications. Non-metallic split duct shall be suitable for direct burial in earth and concrete encasement and exhibit superior impact strength. Joints shall be sealed with corrosion-resistant tape and heavy-duty plastic straps as recommended by the split duct manufacturer for the application. Split duct sleeve couplings, duct sweeps, fittings, and accessories shall be by the same manufacturer to assure system integrity. Non-metallic split duct shall be manufactured by Prime Conduit, Inc., Carlon Electrical Products, Cantex Inc., or approved equal. 4-in. Schedule 40 split ducts shall be Carlon Part Number 49015SD, Cantex Part Number A52EAZS, or approved equal. Install split duct as detailed on the Plans and in conformance with manufacturer’s recommendations for the respective application. Provide adapters, couplings, and fittings to accommodate interface to existing duct or conduit. Where split duct is to be concrete-encased, confirm it is suitable for the respective application with the manufacturer.”

Add the following:

- 110-2.9 DUCT SPACERS. Provide duct spacers to provide proper separation of conduits installed in concrete encased duct. Duct spacers shall be designed to provide 3" separation of conduits. Duct spacers shall be suitable for the respective size and quantity of ducts; Underground Devices Incorporated Wunpeece Series, Carlon Snap-N-Stack Combo Spacers, Cantex Spacers for Duct, or approved equal. Confirm catalog numbers with the manufacturer for the respective application.

CONSTRUCTION METHODS

- 110-3.1 GENERAL. Add to this Section:

"The proposed conduits and ducts shall be constructed at the locations and in accordance with the details shown on the Construction Plans. Ducts shall be installed 18 in. minimum below grade. Ducts located in area subject to farming shall be 42 in minimum below grade. Where detailed on the Plans or where required to avoid obstructions, ducts shall be buried deeper. Where concrete-encased duct interfaces to directional-bored duct at a pavement crossing, the concrete encasement shall be installed up to the respective pavement edge. Where concrete-encased duct interfaces to an electrical handhole or manhole, the concrete encasement shall be installed up to the respective handhole or manhole. Provide bushings or bells at conduit terminations in electrical handholes or manholes.

Underground ducts installed by directional-boring method shall be installed in a manner that will not damage any existing underground utilities, and shall not disturb or damage the respective pavement or roadway surface. Ducts shall be directional-bored at the locations shown on the Construction Plans. The ducts will be bored at a minimum depth of 24 in. below the bottom of the pavement it is being bored under. Ducts installed under paved areas and roadways shall extend a minimum of 10 feet beyond the respective pavement or roadway surface, unless detailed otherwise on the Plans. A pull wire will be left in the conduit if it is to be left vacant. The ends of the conduit will be sealed with approved plugs.

The Contractor will determine if there is a conflict between the installation of the proposed electrical ducts and any existing/proposed utilities. He will make all necessary adjustments in depth of installation to avoid any and all existing/proposed underground improvements."

- 110-3.7 RESTORATION. Add to this Section:

"Any and all trenches and disturbed areas will be backfilled and restored to a smooth grade and seeded to the satisfaction of the Resident Engineer/Resident Technician. All trench settlement shall be corrected for a period of one year. Restoration, grading, and seeding of areas disturbed during the installation of the proposed ducts will be incidental to the respective pay item for which the duct is installed and shall be in accordance with Item 901 Seeding and Item 908 Mulching.

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. The restoration of concrete pavement will be completed in accordance with Item 610 for sidewalks and concrete pavement, but will be incidental to the respective pay item for which the duct is installed."

Add the following:

110-3.8 LOCATING OF EXISTING UNDERGROUND UTILITIES AND CABLES. The location, size, and type of material of existing underground and/or aboveground utilities indicated on the Plans are not represented as being accurate, sufficient, or complete. Neither the Owner nor the Engineer assumes any responsibility whatever in respect to the accuracy, completeness, or sufficiency of the information. There is no guarantee, either expressed or implied, that the locations, size, and type of material of existing underground utilities indicated are representative of those to be encountered in the construction. It shall be the Contractor's responsibility to determine the actual location of all such facilities, including service connections to underground utilities. Prior to construction, the Contractor shall notify the utility companies of his operational plans, and shall obtain from the respective utility companies detailed information and assistance relative to the location of their facilities and the working schedule of the companies for removal or adjustment, where required. In the event an unexpected utility interference is encountered during construction, the Contractor shall immediately notify the utility company of jurisdiction. The Owner's Representative and/or the Resident Engineer/Resident Technician shall also be immediately notified. Any damage to such mains and services shall be restored to service at once and paid for by the Contractor at no additional cost to the Contract.

All utility cables and lines shall be located by the respective utility. **Contact JULIE (Joint Utility Location Information for Excavators) for utility information, phone: 1-800-892-0123.** Contact the FAA (Federal Aviation Administration) for assistance in locating FAA cables and utilities. Location of FAA power, control, and communication cables shall be coordinated with and/or located by the FAA. Also contact Airport Director/Manager and Airport Personnel for assistance in locating underground Airport cables and/or utilities. Also coordinate work with all aboveground utilities.

Contractor shall locate and mark all existing cables within ten (10) feet of proposed excavating/trenching area. Any cables found interfering with proposed excavation or cable/trenching shall be hand dug and exposed. Any damaged cables shall be immediately repaired to the satisfaction of the Resident Engineer/Resident Technician at the Contractor's expense. The Resident Engineer/Resident Technician and Owner shall be notified immediately if any cables are damaged.

Payment for locating and marking underground utilities and cables will not be paid for separately, but shall be considered incidental to the respective duct installation.

Add:

110-3.9 SEPARATION OF HIGH-VOLTAGE AND LOW-VOLTAGE WIRING. High-voltage circuit wiring (airfield lighting 5000 Volt series circuits and/or other circuits rated above 600 Volts) and low-voltage circuit wiring (rated 600 Volts and below) shall maintain separation from each other. High-voltage wiring and low-voltage wiring shall not be installed in the same wireway, conduit, duct, raceway, handhole, or junction box.

Add:

110-3.10 DUCT REMOVAL. The existing duct designated for removal shall be removed in its entirety. The Contractor shall excavate and remove the concrete encasement, if any, and the duct, while protecting all other existing electrical items that may be in or near the removal site. Backfill of the area shall be performed under Item 152; however, the embankment material used shall not be separately measured for payment but shall be included in the Contract unit price for duct removal. Any disturbed area located outside of the Project seeding limits shall be backfilled and restored to a smooth grade and seeded to

the satisfaction of the Engineer. All trench settlement shall be corrected for a period of one year. Restoration, grading, fertilizing, and seeding of areas disturbed during the removal of the respective ducts will be considered as an incidental item to the duct removal, and no additional compensation will be allowed.

METHOD OF MEASUREMENT

110-4.2 Delete this section.

Add the following:

110-4.3. The quantity of conduit to be paid for shall be the number of lin. ft of ducts of the particular type installed and measured in-place, complete, and accepted by the Resident Engineer/Resident Technician. Conduits, conduit nipples, conduit couplings, and other conduit fittings included with splice cans, junction structures, Navaid installations, base mounted airfield light fixtures, and/or taxi signs, will be considered incidental to the respective item for which they are installed and no additional measurement will be made.

110-4.4. The quantity of duct removed to be paid for shall be the number of linear feet of duct removed and accepted by the Resident Engineer/Resident Technician.”

BASIS OF PAYMENT

110-5.1. Add the following:

“Payment will be made at the contract unit price per each type and size of conduit, completed and accepted, and removed duct, completed and accepted. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials; for all sawing and pavement removal; for all duct interface work to handholes/manholes including coring of handholes/manholes; for all excavation and backfilling with aggregate backfill, earth backfill, and concrete; and for all labor, coordination, equipment, tools, and incidentals necessary to complete this Item. Removal and replacement of bituminous pavement or concrete pavement will be considered incidental to the respective pay item for which the duct is installed.”

Payment will be made under:

Item AR110502 2-Way Conc. Encased Duct - per linear foot.

Item AR110900 Remove Duct – per linear foot.

SPECIAL PROVISIONS
JOLIET REGIONAL AIRPORT
REHABILITATE TAXILANES DESIGNATED TH/7, TH/7-1 & TH/7-2

ILLINOIS PROJECT NO. JOT-4671
SBG PROJECT NO. 3-17-SBGP-144
CONTRACT NO. JO024

DIVISION VII

TESTING

ITEM 611

COMPACTION CONTROL TESTS

The Work shall be provided in accordance with Item 611 of the Standard Specifications.