

11A

Letting March 9, 2018

Notice to Bidders, Specifications and Proposal



**Illinois Department
of Transportation**

Springfield, Illinois 62764

**Contract No. WA073
Waukegan National Airport
Waukegan, Illinois
Lake County
Illinois Project No. UGN-4631
SBG Project No. N/A**



NOTICE TO BIDDERS

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 March 9, 2018, 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. WA073
Waukegan National Airport
Waukegan, Illinois
Lake County
Illinois Project No. UGN-4631
SBG Project No. N/A**

Rehabilitate Airport Entrance Road

For engineering information, please contact Ronald M. Hudson, AICP of Hanson Professional Services, Inc. at 630.368.2059.

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 12.0%.

7. **SPECIFICATIONS AND DRAWINGS.** The work shall be done in accordance with the Illinois Standard Specifications for Construction of Airports, the Special Provisions dated January 12, 2018, and the Construction Plans dated January 12, 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 50 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. The Illinois Department of Transportation, Division of Aeronautics does not offer any material cost adjustment provisions.

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

(Company Name)

SURETY

(Company Name)

By _____
(Signature & Title)

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

Notary Certification for Principal and Surety

STATE OF ILLINOIS,
County of _____

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

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

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

My commission expires _____

Notary Public

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

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

State of Illinois
Department of Transportation

SPECIAL PROVISION
FOR
EEO

Effective: July 21, 1978
Revised: November 18, 1980

The requirements of the following provisions written for federally-assisted construction contracts, including all goals and timetables and affirmative action steps, shall also apply to all State-funded construction contracts awarded by the Illinois Department of Transportation.

Notice of Requirement for Affirmative Action to Ensure
Equal Employment Opportunity (Executive Order 11246)

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

APPENDIX A

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

Area Covered (Statewide)

Goals for Women apply nationwide.

GOAL	Goal (percent)
Female Utilization	6.9

APPENDIX B

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

<u>Economic Area</u>	Goal (percent)
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 -	19.6
	IL - Cook, DuPage, Kane, Lake, McHenry, Will 3740 Kankakee, IL -	9.1
	IL - Kankakee Non-SMSA Counties	18.4
	IL - Bureau, DeKalb, Grundy, Iroquois, Kendall, LaSalle, Livingston, Putnam	
	IN - Jasper, Laporte, Newton, Pulaski, Starke	
084	Champaign - Urbana, IL: SMSA Counties: 1400 Champaign - Urbana - Rantoul, IL -	7.8
	IL - Champaign Non-SMSA Counties -	4.8
	IL - Coles, Cumberland, Douglas, Edgar, Ford, Piatt, Vermilion	
085	Springfield - Decatur, IL: SMSA Counties: 2040 Decatur, IL -	7.6
	IL - Macon 7880 Springfield, IL -	4.5
	IL - Menard, Sangamon Non-SMSA Counties	4.0
	IL - Cass, Christian, Dewitt, Logan, Morgan, Moultrie, Scott, Shelby	
086	Quincy, IL: Non-SMSA Counties	3.1
	IL - Adams, Brown, Pike	
	MO - Lewis, Marion, Pike, Ralls	
087	Peoria, IL: SMSA Counties: 1040 Bloomington - Normal, IL -	2.5
	IL - McLean 6120 Peoria, IL -	4.4
	IL - Peoria, Tazewell, Woodford Non-SMSA Counties -	3.3
	IL - Fulton, Knox, McDonough, Marshall, Mason, Schuyler, Stark, Warren	
088	Rockford, IL: SMSA Counties: 6880 Rockford, IL -	6.3
	IL - Boone, Winnebago Non-SMSA Counties -	4.6
	IL - Lee, Ogle, Stephenson	
098	Dubuque, IA: Non-SMSA Counties -	0.5
	IL - JoDaviess	
	IA - Atlamakee, Clayton, Delaware, Jackson, Winnesheik	
	WI - Crawford, Grant, Lafayette	
099	Davenport, Rock Island, Moline, IA - IL: SMSA Counties: 1960 Davenport, Rock Island, Moline, IA - IL -	4.6
	IL - Henry, Rock Island IA - Scott Non-SMSA Counties -	3.4
	IL - Carroll, Hancock, Henderson, Mercer, Whiteside IA - Clinton, DesMoines, Henry, Lee, Louisa, Muscatine MO - Clark	

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction Contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - (a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working as such sites or in such facilities.
 - (b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - (c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractors may have taken.
 - (d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - (e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
 - (f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreements; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - (g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - (h) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
 - (i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - (j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
 - (k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

- (l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - (m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - (n) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - (o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Contractors and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.
 - (p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a Contractor association, joint Contractor-union, Contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specified minority group of women is underutilized).
 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
 11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
 14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy his requirement, Contractors shall not be required to maintain separate records.
 15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

State of Illinois
Department of Transportation

SPECIAL PROVISION
FOR
SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES
NONFEDERAL-AID CONTRACTS

Effective: March 20, 1969
Revised: January 1, 1994

1. General

- a. The requirements set forth herein shall constitute the specific affirmative action requirements under this contract and supplement the non-discrimination requirements contained elsewhere in this proposal.
- b. The Contractor shall work with the Illinois Department of Transportation (IDOT) in carrying out Equal Employment Opportunity (EEO) obligations and in reviews of activities under the contract.
- c. The Contractor, and all subcontractors holding subcontracts (not including material suppliers) of \$10,000 or more, shall comply with the following minimum specific requirement activities of EEO. The Contractor shall include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

2. Equal Employment Opportunity Policy

The Contractor shall accept as operating policy the following statement which is designed to further the provision of EEO to all persons, and to promote the full realization of equal employment opportunity through a positive continuing program: "It is the policy of this Company to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age, or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

3. Equal Employment Opportunity Officer

The Contractor shall designate and make known to IDOT contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active Contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

4. Dissemination of Policy

- a. All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
 - (1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 - (2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the Contractor's EEO obligations within thirty days following their reporting for duty with the Contractor.
 - (3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the Contractor's procedures for locating and hiring minority and female employees.
- b. In order to make the Contractor's EEO policy known to all employees, prospective employees, and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Contractor shall take the following actions:
 - (1) Notices and posters setting forth the Contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - (2) The Contractor's EEO policy and the procedures to implement such policy shall be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. Recruitment

- a. When advertising for employees, the Contractor shall include in all advertisements for employees the notation: "An Equal Opportunity Employer". All such advertisements shall be published in newspapers, or other publications, having a large circulation among minority groups in the area from which the project work force would normally be derived.
- b. The Contractor shall, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority and female applicants, including, but not limited to, State employment

agencies, schools, colleges and minority and female organizations. To meet this requirement, the Contractor shall, identify sources of potential minority and female employees, and establish with such identified sources procedures whereby minority and female applicants may be referred to the Contractor for employment consideration. In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he/she is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with EEO contract provisions.

- c. The Contractor shall encourage present employees to refer minority and female applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority and female applicants shall be discussed with employees.

6. Personnel Actions

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, will be taken without regard to race, color, religion, sex, national origin, age, or disability. The following procedures shall be followed:

- a. The Contractor shall conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The Contractor shall periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The Contractor shall periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor shall promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The Contractor shall promptly investigate all complaints of alleged discrimination made to the Contractor in connection with the obligations under this contract, shall attempt to resolve such complaints, and shall take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor shall inform every complainant of all of the avenues of appeal.

7. Training and Promotion

- a. The Contractor shall assist in locating, qualifying and increasing the skills of minority and female employees and applicants for employment.
- b. Consistent with the Contractor's work force requirements and as permissible under Federal and State regulations, the Contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance.
- c. The Contractor shall advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The Contractor shall periodically review the training and promotion potential of minority and female employees and shall encourage eligible employees to apply for such training and promotion.

8. Unions

If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor shall use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minorities and females within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Contractor, either directly or through a Contractor's association acting as agent, shall include the procedures set forth below:

- a. The Contractor shall use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority and female employees for membership in the unions and increasing the skills of minority and female employees so that they may qualify for higher paying employment.
- b. The Contractor shall use best efforts to incorporate an EEO clause into each union agreement to the end that such union shall be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age, or disability.
- c. The Contractor is to obtain information as to the referral practices and policies of the labor union, except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Contractor, the Contractor shall so certify to IDOT and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the Contractor with a reasonable flow of minority and female referrals within the time limit set forth in the collective bargaining agreement, the Contractor shall, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and females. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minorities or female employees). In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to these Special Provisions, such Contractor shall immediately notify IDOT.

9. Selection of Subcontractors, Procurement of Materials, and Leasing of Equipment

The Contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

- a. The Contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
- b. Disadvantaged business enterprises (DBE), as defined in 49 CFR Part 23, shall have equal opportunity to compete for and perform subcontracts which the Contractor enters into pursuant to this contract. The Contractor shall use best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority and female representation among their employees. Contractors shall obtain lists of DBE construction firms from IDOT personnel.
- c. The Contractor shall use his/her best efforts to ensure subcontractor compliance with their EEO obligations.

10. Records and Reports

The Contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of IDOT.

- a. The records kept by the Contractor shall document the following:
 - (1) the number of minorities, non-minorities and females employed in each work classification on the project;
 - (2) the progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and females;
 - (3) the progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
 - (4) the progress and efforts being made in securing the services of DBE subcontractors, or subcontractors with meaningful minority and female representation among their employees.
- b. The Contractor shall submit to IDOT a monthly report every month for the duration of the project, indicating the number of minority, non-minority and female employees currently engaged in each work classification required by contract work and the number of hours worked. This information is to be reported on Form SBE-956. If on-the-job training is being required by special provision, the Contractor will be required to collect and report training data.

State of Illinois
Department of Transportation

SPECIAL PROVISION
FOR
REQUIRED PROVISIONS – STATE CONTRACTS

Effective: April 1 1965
Revised: January 1, 2017

I. SELECTION OF LABOR

The Contractor shall comply with all Illinois statutes pertaining to the selection of labor.

EMPLOYMENT OF ILLINOIS WORKERS DURING PERIODS OF
EXCESSIVE UNEMPLOYMENT

Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five percent as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ at least 90 percent Illinois laborers. "Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.

Other laborers may be used when Illinois laborers as defined herein are not available, or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the Engineer. The Contractor may place no more than three of his/her regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this Contract during period of excessive unemployment.

This provision applies to all labor, whether skilled, semi-skilled, or unskilled, whether manual or non-manual.

II. 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.

III. SUBLETTING OR ASSIGNING THE CONTRACT

1. The Contractor shall perform with his/her own organization contract work amounting to not less than 51 percent of the original total contract price, except that any items designated by the State as "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with his/her own organization.
 - a. "His/her own organization" shall be construed to include only worker employed and paid directly by the Contractor and equipment owned or rented by him/her, with or without operators.
 - b. "Specialty Items" shall be construed to be limited to work that requires specialized knowledge, craftsmanship or equipment not ordinarily available in contracting organizations qualified to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. In addition to the 51 percent requirement set forth in paragraph 1 above, the Contractor shall furnish (a) a competent superintendent or foreman who is employed by him/her, who has full authority to direct performance of the work in accordance with the contract requirements, and who is in charge of all construction operations (regardless of who performs the work), and (b) such other of his/her own organizational capability and responsibility (supervision, management, and engineering services) as the State highway department contracting officer determines is necessary to assure the performance of the contract.
3. The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or contracts or any portion thereof, or of his/her right, title or interest therein, without written consent of the Engineer. In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with the Contractor's own organization, work amounting to not less than 51 percent of the total contract cost, except that any items designated in the contract as "specialty items" may be performed by subcontract and the cost of any such specialty items so performed by subcontract may be deducted from the total cost before computing the amount of work required to be performed by the Contractor with his/her own organization. Materials purchased or produced by the Contractor must be incorporated into the project by the Contractor's own organization if their cost is to be applied to the 50 percent requirement.

No subcontracts, or transfer of contract, shall in any case release the Contractor of his/her liability under the contract and bonds. All transactions of the Engineer shall be with the Contractor. The Contractor shall have representative on the job at all times when either contract or subcontract work is being performed.

All requests to subcontract shall contain a certification that the subcontract agreement exists in writing and physically contains the required Federal and State Equal Employment Opportunity provisions and Labor compliance provisions, including the contract minimum wage requirements. The Contractor shall permit Department or Federal representatives to examine the subcontract agreements upon notice.

4. Any items that have been selected as "Specialty Items" for the contract are listed as such in the Special Provisions, bid schedule, or elsewhere in the contract documents.
5. No portion of the contract shall be sublet, assigned or otherwise disposed of, except with the written consent of the State highway department contracting officer, or his/her authorized representative, and such consent when given shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Request for permission to sublet, assign or otherwise dispose of any portion of the contract shall be in writing and accompanied by (a) a showing that the organization which will perform the work is particularly experienced and equipped for such work, and (b) an assurance by the Contractor that the labor standards provisions set forth in this contract shall apply to labor performed on all work encompassed by the request.

IV. COMPLIANCE WITH THE PREVAILING WAGE ACT

1. **Prevailing Wages.** All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the Contractor will not be allowed additional compensation on account of said revisions. Current wage rate information shall be obtained by visiting the Department of Labor website at <http://www.illinois.gov/idol/Pages/default.aspx>. It is the responsibility of the Contractor to review the rates applicable to the work of this contract at regular intervals in order to insure the timely payment of current rates. Provision of this information to the Contractor by means of the Department of Labor website satisfies the notification of revisions by the Department to the Contractor pursuant to the Act, and the Contractor agrees that no additional notice is required.
2. **Payroll Records.** The Contractor and each subcontractor shall make and keep, for a period of three years from the later of the date of final payment under the contract or completion of the contract, records of the wages paid to his/her workers. The payroll records shall include each worker's name, address, telephone number, social security number, classification, rate of pay, number of hours worked each day, starting and ending times of work each day, total hours worked each week, itemized deductions made, and actual wages paid. Upon seven business days' notice, these records shall be available at a location within the State, during reasonable hours, for inspection by the Department or the Department of Labor; and Federal, State, or local law enforcement agencies and prosecutors.
3. **Submission of Payroll Records.** The Contractor and each subcontractor shall submit payroll records to the Engineer each week from the start to the completion of their respective work, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). In addition, starting and ending times of work each day may be omitted from the payroll records submitted to the Engineer. The submittals shall be on the Department's form SBE 48, or an approved facsimile. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate box ("No Work", "Suspended", or "Complete") checked on the form.

Each submittal shall be accompanied by a statement signed by the Contractor or subcontractor, or an officer, employee, or officer thereof, which avers that: (i) he or she has examined the records and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Act; and (iii) the Contractor or subcontractor is aware that filing a payroll record that he/she knows to be false is a Class A misdemeanor.

4. Employee Interviews. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

V. NONSEGREGATED FACILITIES

(Applicable to State Financed Construction Contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause).

By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement, as appropriate, the bidder, construction Contractor, subcontractor, or material supplier, as appropriate, certifies that (s)he does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that (s)he does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. (S)He certifies further that (s)he will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that (s)he will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. (S)He agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, 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 which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. (S)He agrees that (except where he/she has obtained identical certifications from proposed subcontractors and material suppliers for specific time periods), he/she will obtain identical certifications from proposed subcontractors or material suppliers prior to the award of subcontracts or the consummation of material supply agreements, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that (s)he will retain such certifications in his/her files.

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.

STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Construction of Airports," adopted April 1, 2012, and the Special Provisions included herein which apply to and govern the airport improvement of: Rehabilitate Airport Entrance Road at Waukegan National, Contract WA073, and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

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 **50 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.

CONSTRUCTION AIR QUALITY – DIESEL VEHICLE EMISSIONS CONTROL (BDE)

Effective: April 1, 2009

Revised: January 2, 2012

Diesel Vehicle Emissions Control. The reduction of construction air emissions shall be accomplished by using cleaner burning diesel fuel. The term "equipment" refers to any and all diesel fuel powered devices rated at 50 hp and above, to be used on the project site in excess of seven calendar days over the course of the construction period on the project site (including any "rental" equipment).

All equipment on the jobsite, with engine ratings of 50 hp and above, shall be required to: use Ultra Low Sulfur Diesel fuel (ULSD) exclusively (15 ppm sulfur content or less).

Diesel powered equipment in non-compliance will not be allowed to be used on the project site, and is also subject to a notice of non-compliance as outlined below.

The Contractor shall certify that only ULSD will be used in all jobsite equipment. The certification shall be presented to the Department prior to the commencement of the work.

If any diesel powered equipment is found to be in non-compliance with any portion of this specification, the Engineer will issue the Contractor a notice of non-compliance and identify an appropriate period of time, as outlined below under environmental deficiency deduction, in which to bring the equipment into compliance or remove it from the project site.

Any costs associated with bringing any diesel powered equipment into compliance with these diesel vehicle emissions controls 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. The Contractor's compliance with this notice and any associated regulations shall also not be grounds for a claim.

Environmental Deficiency Deduction. When the Engineer is notified, or determines that an environmental control deficiency exists, he/she will notify the Contractor in writing, and direct the Contractor to correct the deficiency within a specified time period. The specified time-period, which begins upon Contractor notification, will be from 1/2 hour to 24 hours long, based on the urgency of the situation and the nature of the deficiency. The Engineer shall be the sole judge regarding the time period.

The deficiency will be based on lack of repair, maintenance and diesel vehicle emissions control.

If the Contractor fails to correct the deficiency within the specified time frame, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

If a Contractor or subcontractor accumulates three environmental deficiency deductions in a contract period, the Contractor will be shutdown until the deficiency is corrected. Such a shutdown will not be grounds for any extension of contract time, waiver of penalties, or be grounds for any claim.

CONSTRUCTION AIR QUALITY – IDLING RESTRICTION (BDE)

Effective: April 1, 2009

Idling Restrictions. The Contractor shall establish truck-staging areas for all diesel powered vehicles that are waiting to load or unload material at the jobsite. Staging areas shall be located where the diesel emissions from the equipment will have a minimum impact on adjacent sensitive receptors. The Department will review the selection of staging areas, whether within or outside the existing highway right-of-way, to avoid locations near sensitive areas or populations to the extent possible. Sensitive receptors include, but are not limited to, hospitals, schools, residences, motels, hotels, daycare facilities,

elderly housing and convalescent facilities. Diesel powered engines shall also be located as far away as possible from fresh air intakes, air conditioners, and windows. The Engineer will approve staging areas before implementation.

Diesel powered vehicle operators may not cause or allow the motor vehicle, when it is not in motion, to idle for more than a total of 10 minutes within any 60 minute period, except under any of the following circumstances:

- 1) The motor vehicle has a gross vehicle weight rating of less than 8000 lb (3630 kg).
- 2) The motor vehicle idles while forced to remain motionless because of on-highway traffic, an official traffic control device or signal, or at the direction of a law enforcement official.
- 3) The motor vehicle idles when operating defrosters, heaters, air conditioners, or other equipment solely to prevent a safety or health emergency.
- 4) A police, fire, ambulance, public safety, other emergency or law enforcement motor vehicle, or any motor vehicle used in an emergency capacity, idles while in an emergency or training mode and not for the convenience of the vehicle operator.
- 5) The primary propulsion engine idles for maintenance, servicing, repairing, or diagnostic purposes if idling is necessary for such activity.
- 6) A motor vehicle idles as part of a government inspection to verify that all equipment is in good working order, provided idling is required as part of the inspection.
- 7) When idling of the motor vehicle is required to operate auxiliary equipment to accomplish the intended use of the vehicle (such as loading, unloading, mixing, or processing cargo; controlling cargo temperature; construction operations, lumbering operations; oil or gas well servicing; or farming operations), provided that this exemption does not apply when the vehicle is idling solely for cabin comfort or to operate non-essential equipment such as air conditioning, heating, microwave ovens, or televisions.
- 8) When the motor vehicle idles due to mechanical difficulties over which the operator has no control.
- 9) The outdoor temperature is less than 32 °F (0 °C) or greater than 80 °F (26 °C).

When the outdoor temperature is greater than or equal to 32 °F (0 °C) or less than or equal to 80 °F (26 °C), a person who operates a motor vehicle operating on diesel fuel shall not cause or allow the motor vehicle to idle for a period greater than 30 minutes in any 60 minute period while waiting to weigh, load, or unload cargo or freight, unless the vehicle is in a line of vehicles that regularly and periodically moves forward.

The above requirements do not prohibit the operation of an auxiliary power unit or generator set as an alternative to idling the main engine of a motor vehicle operating on diesel fuel.

Environmental Deficiency Deduction. When the Engineer is notified, or determines that an environmental control deficiency exists based on non-compliance with the idling restrictions, he/she will notify the Contractor, and direct the Contractor to correct the deficiency.

If the Contractor fails to correct the deficiency a monetary deduction will be imposed. The monetary deduction will be \$1,000.00 for each deficiency identified.

SPECIAL PROVISION FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

Effective: September 1, 2000

Revised: July 2, 2016

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

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

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

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

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

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

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

DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 12.0% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

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

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

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

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

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

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

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

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

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

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

(a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.

(1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.

(2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.

(3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

(4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.

b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable. In accordance with subsection (c)(6) of the above Bidding Procedures, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

(5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.

(6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.

(7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.

(8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.

(b) If the Department determines that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons for the determination. If the Utilization Plan is not approved because it is deficient as a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no more than a five calendar day period in order to cure the deficiency.

(c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after the receipt of the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217) 785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. A request may provide additional written documentation or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for consideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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

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

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

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

(e) **TERMINATION AND REPLACEMENT PROCEDURES.** The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in this Special Provision. The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the Department's written consent as provided in subsection (a) of this part. Unless Department consent is provided for termination of a DBE subcontractor, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBE in the Utilization Plan.

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

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

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

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

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

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

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

SPECIAL PROVISION FOR WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

Revised: April 2, 2015

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

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

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

SUBCONTRACTOR MOBILIZATION PAYMENTS

Effective: April 2, 2005

Revised: April 1, 2011

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

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

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

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

PAYMENTS TO SUBCONTRACTORS

Effective: June 1, 2000

Revised: January 1, 2006

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

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

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

When progress payments are made to the Contractor according to Article 90-07 of the Standard Specifications, the Contractor shall make a corresponding payment to each subcontractor and material supplier in proportion to the work satisfactorily completed by each subcontractor and for the material supplied to perform any work of the contract. The proportionate amount of partial payment due to each subcontractor and material supplier throughout the contracting chain shall be determined by the quantities measured or otherwise determined as eligible for payment by the Department and included in the progress payment to the Contractor. Subcontractors and material suppliers shall be paid by the Contractor within 15 calendar days after the receipt of payment from the Department. The Contractor shall not hold retainage from the subcontractors. These obligations shall also apply to any payments made by subcontractors and material suppliers to their subcontractors and material suppliers; and to all payments made to lower tier subcontractors and material suppliers throughout the contracting chain. Any payment or portion of a payment subject to this provision may only be withheld from the subcontractor or material supplier to whom it is due for reasonable cause.

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

SPECIAL PROVISION FOR 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).

REVISIONS TO THE ILLINOIS PREVAILING WAGE RATES

The Prevailing rates of wages are included in this Contract proposal. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which the work is to be performed and for each craft or type of work or mechanic needed to execute the work of the Contract. As required by Prevailing Wage Act ([820 ILCS](#) 130/0.01, et seq.) and this Proposal, not less than the rates of wages ascertained by the Illinois Department of Labor and as revised during the performance of a Contract shall be paid to all laborers, workers and mechanics performing work under the Contract. Post the scale of wages in a prominent and easily accessible place at the site of work.

If the Illinois Department of Labor revises the prevailing rates of wages to be paid as listed in the specification of rates, the contractor shall post the revised rates of wages and shall pay not less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor web site at <http://www.state.il.us/agency/idol/> or by calling 312-793-2814. It is the responsibility of the contractor to review the rates applicable to the work of the contract at regular intervals in order to insure the timely payment of current rates. Provision of this information to the contractor by means of the Illinois Department of Labor web site satisfies the notification of revisions by the Department to the contractor pursuant to the Act, and the contractor agrees that no additional notice is required. The contractor shall notify each of its subcontractors of the revised rates of wages.

SECTION III

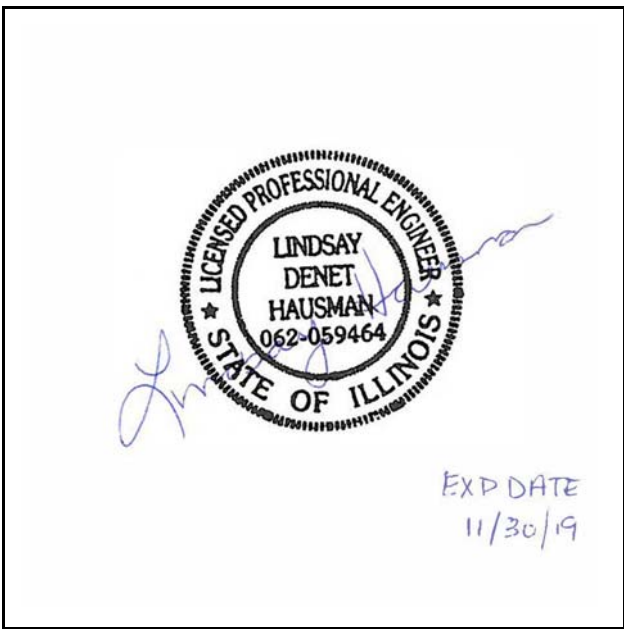
SPECIAL PROVISIONS

WAUKEGAN NATIONAL AIRPORT (UGN)
WAUKEGAN, LAKE COUNTY, ILLINOIS

REHABILITATE AIRPORT ENTRANCE ROAD

ILLINOIS PROJECT NO. UGN-4631
CONTRACT NO. WA073

January 12, 2018



Hanson Professional Services Inc.
750 Warrenville Road, Suite 200
Lisle, Illinois 60532
☎ 630.990.3800

(THIS PAGE INTENTIONALLY LEFT BLANK)

INDEX OF SPECIAL PROVISIONS

<u>Page Number</u>		<u>Description</u>
1		General
1		Governing Specifications and Rules and Regulations
2		Illinois Department of Transportation, Division of Aeronautics, Manuals, Policy Memorandums, and Guides
<u>DIVISION 1</u>		<u>GENERAL PROVISIONS</u>
4	Section 10	Definition of Terms
5	Section 20	Advertisement, Bidding, Award, and Contract Execution
	Section 30	Reserved
6	Section 40	Scope of Work
10	Section 50	Control of Work
11	Section 60	Control of Materials
12	Section 70	Legal Regulations and Responsibility to Public
13	Section 80	Prosecution and Progress
14	Section 90	Measurement and Payment
<u>DIVISION II</u>		<u>PAVING CONSTRUCTION DETAILS</u>
		EARTHWORK
15	Item 150510	Engineer's Field Office
17	Item 150520	Mobilization
18	Item 150530	Traffic Maintenance
20	Item 152	Excavation and Embankment
23	Item 156000	Erosion Control
		PAVEMENT SURFACE PREPARATION
26	Item 201661	Clean & Seal Bituminous Cracks
27	Item 201663	Sand Mix Crack Repair
28	Item 201670	Crack Control Fabric
29	Item 800905	Edge Repair
31	Item 800972	Partial Depth Bituminous Sand Mix Repair
		FLEXIBLE BASE COURSES
33	Item 209	Crushed Aggregate Base Course

<u>Page</u> <u>Number</u>		<u>Description</u>
		FLEXIBLE SURFACE COURSES
34	Item 401	Bituminous Surface Course - Superpave
36	Item 401650	Bituminous Pavement Milling
37	Item 401660	Saw and Seal Bituminous Joints
38	Item 401665	Bituminous Pavement Sawing
39	Item 401910	Remove and Replace Bituminous Pavement
		MISCELLANEOUS
41	Item 602	Bituminous Prime Coat
42	Item 603	Bituminous Tack Coat
43	Item 610	Structural Portland Cement Concrete
44	Item 620	Pavement Marking
<u>DIVISION III</u>		<i>(None)</i>
<u>DIVISION IV</u>		<u>DRAINAGE</u>
46	Item 705	Pipe Underdrains for Airports
48	Item 751	Manholes, Catch Basins, Inlets and Inspection Holes
<u>DIVISION V</u>		<u>TURFING</u>
50	Item 901	Seeding
53	Item 905	Topsoiling
<u>DIVISION VI</u>		<i>(None)</i>
<u>DIVISION VII</u>		<u>TESTING</u>
55	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 Waukegan National Airport, Waukegan, Lake County, Illinois:

Rehabilitate Airport Entrance Road

This Project is to rehabilitate the airport entrance road (McAree Road) at Waukegan National Airport including, among other incidental work, the following items:

- Placement of temporary erosion control measures.
- Milling of Bituminous (HMA) Pavement.
- Pavement replacement and crack repair.
- Provision of required Unclassified Excavation.
- Installation of aggregates and Bituminous (HMA) overlay and shoulder.
- Placement of pavement markings.
- Topsoiling, seeding and erosion control blanket 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 January 12, 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 GUIDES

The Illinois Department of Transportation, Division of Aeronautics, Manuals, Policies, Memorandums and Guides 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 Guide has been modified by these Special Provisions.

Manuals

<u>Title</u>	<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 Provisions</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

<i>Title</i>	Guides	<i>Modified by Special Provisions</i>
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 Guides. Copies of each applicable manual, policy memorandum, and guide 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>.

DIVISION I

GENERAL PROVISIONS

SECTION 10

DEFINITION OF TERMS

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

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 204b, 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 in accordance with the guidelines specified in FAA Advisory Circular 150/5370-2 (current issue) and the Airport Vehicle Operations Regulations (see Waukegan National Airport’s website at <http://waukeganairport.com/wp-content/uploads/Ground-Vehicle-Ops-Training.pdf>). Any Contractor activities required for Project safety shall be provided by the Contractor and incidental to the Contract. **The Contractor shall maintain a copy of FAA Advisory Circular 150/5370-2 (current issue), and the KUGN Airport Vehicle Operations Regulations at the Project site at all times.**

“To minimize disruptions to Airport operations, construction operations must be controlled throughout the Project’s duration, and work must be completed expeditiously. A Construction Phasing Plan detailing the sequencing of the Contractor’s Work throughout the Project is included in the Plans. 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 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 phasing change request nor for any time necessary in receiving the required approvals. The Contractor shall expedite work at those stages where active runways, 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.

“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, 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 **vehicle and** aircraft movement paths. The cost of traffic control/flaggers and pavement sweeping shall be incidental to the Contract.

“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 two-way radio contact with the Waukegan Air Traffic Control Tower Ground Control (121.65 MHz) whenever his work enters the Airport Operations Area (AOA). This will keep the Contractor in constant contact with FAA personnel and enable the FAA personnel to immediately contact the Contractor in case of an aeronautical emergency that would require action by the Contractor and/or his personnel. The provision of radio equipment by the Contractor for this purpose shall be incidental to the Contract.
- ❑ The Contractor shall coordinate gate security, through the Resident Engineer, with the Airport Owner. **Airport security shall be maintained at all times.**

*The Project does **NOT** include the closing of any runway, taxiway, apron or other Airport pavements at any time during the Project. Should the Contractor request, and the Airport Owner agree to any pavement closing, the following shall apply:

- ❑ Such closing shall have been prior approved through the submittal and approval of a Revised Construction Safety and Phasing Plan.
- ❑ For runways, the Contractor shall, at his expense, place, operate, and maintain the lighted runway closure markers furnished by the Airport Owner, as detailed in the Plans.
- ❑ To minimize disruption to aircraft operations associated with the runway closure, construction work must be completed expeditiously. **Runway closings shall only be permitted by prior authorization of the Resident Engineer and the Airport Owner, and in accordance with the Revised Construction Safety and Phasing Plan.**
- ❑ The Contractor, at his expense, shall furnish, place, maintain, relocate, and remove temporary barricades on airfield runways, taxiways and other pavement surfaces as shown and detailed in the Construction Plans, or as directed by the Resident Engineer.
- ❑ When the runway is to be closed, the Airport Owner will de-energize airport/runway NAVAIDs, and airfield lighting power and control circuits when required by the Contractor's activities. The Contractor shall not proceed with further work until after the required changes to the airport power and control circuits have been made by the Airport Owner.

"The Contractor shall remain within the Construction Limits Line shown in the Plans. When outside the Construction Limit Line, all Contractor activities shall remain more than 200 feet from the centerline and 300 feet from the end of active Runway 14-32, and 250 feet from the centerline and 1,000 feet from the end of active Runway 5-23. For work near taxiways and aprons, the Contractor's personnel and equipment must remain at least 44.5 feet from active Category I taxiway centerlines, 65.5 feet from active Category II taxiway centerlines, and 93 feet from active Category III taxiway centerlines, 44.5 feet from active T-hangar taxiway centerlines, and ten (10) feet from active apron edges. 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. **No closure of any runway will be permitted for this Project, except as noted elsewhere in this Paragraph.**

"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 75 feet from the centerline and 300 feet from the end of Runway 14-32, and 250 feet from the centerline and 1,000 feet from the end of Runway 5-23. The TSA is measured at 24.5 feet from the Category I taxiway centerline, 39.5 feet from the Category II taxiway centerline, and 59 feet from the Category III taxiway centerline, and 24.5 feet from the T-hangar 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.

"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). **See Item 150530, Traffic Maintenance, of these Special Provisions.**

"When not in use and during non-working 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 Construction Safety and Phasing Plan. The Contractor will be responsible for maintaining the construction entrances and Contractor areas 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.

"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. The Contractor may make use of any existing haul routes within the Project limits, but shall repair/maintain same during construction, and shall remove the existing haul routes at project end, if directed by the Resident Engineer. 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 or existing hauls used by the Contractor, Contractor shall remove, 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.

"At no time shall the contractor conduct any activities or operate or park equipment so as to obstruct active Part 77 Airport Imaginary Surfaces.

- All Work shall be limited to those areas within the Construction Limit Line shown on the Construction Safety and Phasing Plan, including all men, equipment, and materials/haul vehicles.
- Start of any Work shall be previously notified and prior approved by the Resident Engineer and the Airport Owner.

"Contractor's equipment shall extend no higher than 25 feet. Cranes shall not be used during instrument weather conditions or at night. Cranes shall be lowered when not in use."

"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.

"All notes and details shown on the Construction Safety and Phasing Plan are applicable to this Project."

"All work shall be completed in accordance with the approved Project Construction and Phasing 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."

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 structures installed under Items 705 and 751; the final grade for subgrade for new pavements established under Item 152; the final lift of crushed aggregate base course or aggregate shoulder furnished under Item 209; the "as-milled" and "as repaired" surface to be overlain, 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.

"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 Special Provisions, dated January 12, 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 Special Provisions, dated January 12, 2018, contained in Paragraph 40-5, Maintenance of Traffic, and Item 150530, Traffic Maintenance."

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. 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. All telephone calls within Area Code 847 and to Area Codes 217, 224, 312, 331, 630, 708, 773, 779, 815 and 847 shall be included in the cost of the Engineer's Field Office. The Resident Engineer shall reimburse the Contractor for all long distance calls outside of these area codes.

"Payment will be made under:

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

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, and set-up, operation, maintenance, and removal of lighted runway closure markers furnished by the Airport Owner, as shown in the Phasing Plan and as specified in the 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 Engineer. When directed by the 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 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 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, 2018.

CONSTRUCTION METHODS

150530-3.1 GENERAL. All work zone traffic control and protection shall be according to: the Construction Phasing Plan and the Plan 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 Phasing 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 Engineer. All existing pavement markings to be temporarily removed in accordance with FAA Advisory Circular 150/5370-2 (current issue), Operational Safety on Airports During Construction may 'black-out' those markings, to be restored at the end of the project, using a black paint compatible with the existing **and proposed** paint composition.

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 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 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, and 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:

"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, third and fourth 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"."

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 905. **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 Plan and prescribed in the Phasing Plan and the Construction 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.

152-2.9 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, and outside pavements, the final prepared grade prior to topsoil spread, 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 all of the aggregate 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. 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.

152-3.3 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.

152-4.4 Delete this Section.

Add the following:

"Payment will be made under:

"Item AR152410 Unclassified Excavation - per cubic yard."

ITEM 156000

EROSION CONTROL

Revise Item 156000 of the Standard Specifications as follows:

MATERIALS

156-2.1 SILT FENCE. Delete the first Paragraph of 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."

156-2.4 TEMPORARY MULCH. Add the following to the first sentence: "for **Heavy Duty Hydraulic Mulch**, as specified in Item 908, Mulching, of the Standard Specifications."

156-2.5 TEMPORARY SEED. Replace this Paragraph with the following:

"Temporary Seed shall be **annual ryegrass**, applied at a rate of 100 pounds per acre."

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

"Erosion control protection shall be provided for at existing drainage inlets at the locations shown in the Plans and as detailed in the Plans. The manufactured filter assembly shall be installed as shown, whose fabric conforms with the requirements of the Plans. The used filter assembly shall be disposed of off-site at a lawful disposal site when instructed by the Resident Engineer."

Add:

156-2.8 EROSION CONTROL BLANKET. Erosion Control Blanket shall be:

Knitted Straw Mat

Straw mat shall be made of a 100% straw-fiber matrix stitched with photodegradable thread between lightweight, photodegradable polypropylene top and bottom nets. Material shall not contain any weed seed or chemical additives. Straw mat shall be North American Green S150 or approved equal. The manufacturer shall furnish a certification with each shipment of blanket stating the number of rolls 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).

156-2.9 STAKES FOR EROSION BLANKET. The mat shall be secured with biodegradable stakes acceptable to the Engineer. Metal staples will not be allowed. Separate measurement of the stakes shall not be made, but shall be incidental to the erosion blanket.

CONSTRUCTION METHODS

156-3.2 TEMPORARY EROSION CONTROL.

Replace Paragraph C. with the following:

- "C. Temporary Erosion Control Seeding. Seed bed preparation will not be required if the soil to be covered is in a loose condition. Light discing shall be furnished if the soil is hard packed or caked. Fertilizer nutrients, lime or sulfur shall not be required.

"Prior to seeding, the area to be covered shall be wetted to the satisfaction of the Resident Engineer to encourage germination of the seed. The required moisture content of the soil may be estimated and judged closely by the hand squeeze test. The soil should readily form a tight cast when squeezed in the hand. The cast should break into two pieces without crumbling and without leaving excess water on the hand after casting.

"After approval for the application is made by the Resident engineer, the annual ryegrass seed shall be hand broadcasting or by mechanical broadcaster to achieve a reasonably uniform coverage of at least 100 pounds per acre. After application, the Contractor shall furnish a watering of the seed bed to encourage germination of the seeds. **After planting, the Contractor shall be required to mow the area covered with temporary seeding before the seed heads mature** (the seeds could become a strong wildlife attractant if allowed to mature).

"Seed shall be re-applied to bare spots every seven days, regardless of weather conditions or progress of work. Re-seeding and maintenance shall not be measured for payment, but shall be incidental to the original quantity of temporary seeding measured and paid. The Resident Engineer may require that critical locations be seeded immediately and the Contractor shall seed these areas within 48 hours of such a directive."

Add:

156-3.7 EROSION CONTROL BLANKET. Within 24 hours from the time seeding has been performed, the erosion mat shall be placed. Prior to placing the mat, the areas to be covered shall be relatively free of all rocks or clods over 1-½ inches in diameter, and all sticks or other foreign material that will prevent the close contact of the mat or blanket with the seed bed. If as a result of a rain, the prepared seed bed becomes crusted or eroded, or if the eroded places, ruts or depressions exist for any reason, the Contractor will be required to rework the soil until it is smooth and to reseed such areas which are reworked. After the area has been properly shaped, fertilized and seeded, the mat shall be laid out flat, evenly and smoothly, without stretching the material.

The mat shall be laid in accordance with the manufacturer's recommendations. All ends and edges shall be tightly butted together.

The mat shall be held in place by means of stakes. The stakes shall be driven at a 90-degree angle to the plane of the soil. Stakes shall be spaced not more than 3 feet apart in 3 rows for each strip, with a row along each edge and one row alternately spaced in the middle. All ends shall be fastened by stakes spaced 6 inches apart across the width.

Once turf growth has been established, all non-biodegradable components shall be removed by the Contractor. This would include any item that would interfere with the mowing of the new turf or which might damage mowing equipment. Furthermore, the Contractor shall fill with topsoil or smoothly grade any ruts or gullies that developed during the turf grow in period to the satisfaction of the Owner. This Work shall be considered incidental to this item.

METHOD OF MEASUREMENT

Add:

156-4.6 Erosion Control Blanket shall be the number of square yards of erosion mat installed, maintained, accepted, and removed and accepted by the Resident Engineer.

BASIS OF PAYMENT

Add:

156-5.2 Payment will be made at the Contract unit price per square yard for Erosion Control Blanket. This price shall be full compensation for furnishing all materials, for all preparation and installation of these materials, maintenance through the project, and the removal and disposal of all materials, and for all labor, equipment, tools, and incidentals necessary to complete this item.

Add:

Payment will be made under:

Item AR156510	Silt Fence - per linear foot.
Item AR156520	Inlet Protection - per each.
Item AR156531	Erosion Control Blanket - per square yard.
Item AR156533	Temporary Seed and Mulch - per acre.

PAVEMENT SURFACE PREPARATION

ITEM 201661

CLEAN & SEAL BITUMINOUS CRACKS

Revise Item 201661 of the Standard Specifications as follows:

MATERIALS

201-2.2 CRACK SEALANT. Delete this Sentence and replace with:

"The crack sealant shall meet the requirements of ASTM D-6690 - Type II."

BASIS OF PAYMENT

201-6.1 Add:

"Payment will be made under:

"Item AR201661 Clean & Seal Bituminous Cracks - per linear foot."

ITEM 201663

SAND MIX CRACK REPAIR

Revise Item 201663 of the Standard Specifications as follows:

BASIS OF PAYMENT

201-6.1 Add the following:

"Payment will be made under:

"Item AR201663 Sand Mix Crack Repair - per linear foot."

ITEM 201670

CRACK CONTROL FABRIC

Revise Item 201670 of the Standard Specifications as follows:

MATERIALS

201-2.1 REFLECTIVE CRACK CONTROL SYSTEM A. Delete this Section.

201-2.2 REFLECTIVE CRACK CONTROL SYSTEM B. Delete this Section and replace with the following:

"201-2.2 CRACK CONTROL REPAIR MATERIAL. Crack control repair material shall be "Glas Grid" Model 8502, Detail Repair System, as manufactured by Saint-Gobain ADFORS America, 1795 Baseline Road, Grand Island, New York, 14072, Telephone: 888.549.7667, Facsimile: 716.775.3902, E-mail: glasgrid@saint-gobain.com, or **approved equivalent**, and shall contain as a minimum the following specific properties:

Specification for Use in Asphalt Reinforcement

Material	Custom-knitted fiberglass mesh with elastomeric polymer coating and pressure sensitive adhesive backing
Tensile Strength based on Component Strand Strength, Test Method ASTM D 6637	Across Width = 1,120 pounds/inch Across Length = 560 pounds/inch
Elongation at Break, Test Method ASTM D 6637	Less than 3 Percent
Melting Point, Test Method ASTM D 276	Greater than 425° F
Mass/Unit Area, Test Method ASTM D 5261-92	16 ounces/square yard
Roll Length	197.0 feet
Roll Width	5.0 feet
Roll Area	109 square yards
Adhesive Backing	Pressure Sensitive
Grid Size	0.5 inch by 0.5 inch

"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."

BASIS OF PAYMENT

201-5.1 Delete this Section and replace with the following:

"201-5.1 The work shall be paid for at the Contract unit price per square yard for Crack Control Repair Material. These prices shall be full compensation for all materials, labor and equipment, and all incidental items necessary to complete the item in accordance with these specifications.

"Payment will be made under:

"Item AR201670 Crack Control Fabric - per square yard."

ITEM 800905

EDGE REPAIR

GENERAL

800905-1.1 This item shall consist of the saw cutting, removing and replacing of a portion of existing Bituminous Base and Surface Courses at existing pavement edges and replacement with new Bituminous base/surface course at the locations shown on the Plans and as directed by the Resident Engineer.

MATERIALS

800905-2.1 Materials used in completing this item shall meet the individual requirements of the Standard Specifications and these Special Provisions. Materials include:

- | | |
|---|-------------|
| a. Bituminous Pavement Sawing | Item 401665 |
| b. Crushed Aggregate Base Course (if Necessary) | Item 209 |
| c. Bituminous Prime Coat (if Necessary) | Item 602 |
| d. Bituminous Tack Coat | Item 603 |
| e. Bituminous Base/Surface Course | Item 401 |

CONSTRUCTION METHODS

800905-3.1 This item shall be completed in the following manner:

- a. Saw Cut. The limits of the pavement edge to be removed and replaced will be marked by the Resident Engineer. Initial and secondary saw cuts shall be performed as shown in the Plans. Sawcutting can be limited to the Surface Course, unless the Base Course also is broken, when both courses are then to be sawed. It shall be the Contractor's responsibility to determine the depth of pavement prior to saw cutting to provide a full depth cut for the removal. Saw cutting will be measured separately for payment under Item 401665.
- b. Removal. The Bituminous Surface material, and if broken, the Bituminous Base material, shall be carefully removed so as not to damage pavement to remain, and disposed of by the Contractor at an off-Airport location. No additional compensation will be made for hauling and disposal of the removed material. During removal, should any of the pavement to remain be damaged, the damaged pavement shall be replaced in a manner satisfactory to the Resident Engineer. However, this additional pavement replacement shall not be measured for payment.
- c. Aggregate Base Inspection (if Necessary). If the edge is removed down to the aggregate, the aggregate base that remains will be inspected by the Engineer for its suitability. Should removal and replacement of unsuitable base material be required, excavation shall be paid under Item 152, and backfill with Crushed Aggregate Base Course will be paid under Item 209.
- d. Bituminous Prime Coat (if Necessary). If the edge is removed down to the aggregate, Bituminous prime coat shall be applied to the aggregate base as specified in Item 602.
- e. Bituminous Tack Coat. Bituminous tack coat shall be applied to each successive layer of Bituminous base/surface course as specified in Item 603.

- f. Bituminous Base/Surface Course. Bituminous base/surface course shall be constructed in accordance with Item 401 and at the thickness shown in the Plans. The maximum thickness of any one lift shall not exceed three inches.

METHOD OF MEASUREMENT

- 800905-4.1 Edge Repair to be paid shall be the area in square yards measured in place, completed and accepted. The length and width (one-foot per Construction Plans) for measurement will be the outside lines as marked by the Engineer prior to removal. Replacement of areas outside the limits marked by the Engineer will be completed in accordance with this item, but shall not be measured for payment.

With the exception of initial and final saw cutting, which will be measured and paid under Item AR401665, and unsuitable Crushed Aggregate Base Course removal and replacement, if required, which shall be paid under Items 152 and 209, no other material or work will be separately measured for payment. Excavation and disposal off-site of the crushed aggregate base removed shall not be measured, but shall be incidental to Edge Repair.

BASIS OF PAYMENT

- 800905-5.1 Payment will be made at the Contract unit price per square yard for Edge Repair, which shall be full compensation for all labor, materials, equipment, tools and incidentals necessary to complete the item specified and accepted.

Payment will be made under:

Item AR800905 Edge Repair - per square yard.

ITEM 800972

PARTIAL DEPTH BITUMINOUS SAND MIX REPAIR

GENERAL

800972-1.1 This item shall consist of furnishing a Bituminous Sand Mix as a repair of existing Bituminous pavements, at the locations shown on and as detailed in the Plans. This item shall include all labor, equipment and materials required to complete the Bituminous Sand Mix as specified.

MATERIALS

800972-2.1 MATERIALS. Materials used in completing this item shall meet the individual requirements of the Standard Specifications and these Special Provisions. Materials include:

- a. Bituminous Pavement Sawing Item 401665
- b. Bituminous Pavement Milling Item 401650
- c. Bituminous Tack Coat Item 603
- d. Bituminous Sand Mix See Section 800972-2.2 below

800972-2.2 BITUMINOUS SAND MIX. The Bituminous Sand Mix material shall meet the following:

- a. Sand. From an IDOT-approved source meeting the following:

Gradation and Asphalt Content

Sieve	Target Percent Passing (%)	Tolerance (%)
#4	95	± 5
#8	60	± 5
#16	35	± 5
#30	25	± 4
#50	14	± 3
#100	11	± 2.5
#200	6	± 1.5
Asphalt Content	7.5	± 0.5

This can normally be accomplished with a volumetric blend consisting of 96 percent FA-21 and 4 percent dust.

- b. Bituminous Material. From an IDOT-approved source meeting the following:

Binder: **Modified Binder SBS PG-70-28**.

- c. Job Mix Formula

The Job Mix Formula will be provided by the Contractor to the Engineer for approval, in accordance with the provisions of the Interim Revisions of Item 201.

CONSTRUCTION METHODS

- 800972-3.1 BITUMINOUS PAVEMENT SAWING. At the locations designated by the Resident Engineer, the existing pavement shall be sawcut for a vertical face to a depth of 2-inches to the width shown on the Plans, and cleaned and prepared in accordance with Item 401665. The work shall be paid under Item AR401665.
- 800972-3.2 BITUMINOUS PAVEMENT MILLING. At the locations designated by the Resident Engineer, the existing pavement shall be milled to a depth of 2-inches to the width shown on the Plans, and cleaned and prepared in accordance with Item 401650. The work shall be paid under Item AR401650.
- 800972-3.3 BITUMINOUS TACK COAT. A Bituminous Tack Coat shall be applied to the cleaned, prepared milled surface and all associated vertical faces in accordance with Item 603. The work shall be paid under Item AR603510.
- 800972-3.4 BITUMINOUS SAND MIX. The Bituminous Sand Mix-2 Inch shall be constructed to the final compacted dimensions as shown on the Plans. Manufacture, delivery and construction methods for the course shall be as specified for Item 401. All costs associated with the construction of the Bituminous Sand Mix layer shall be included in the Contract unit price for this item.

METHOD OF MEASUREMENT

- 800972-4.1 Bituminous Sand Mix-2 Inch shall be measured by the area in square yards of mixture placed to a thickness of 2-inches, and shall be the square yards of mix actually constructed to the specified thickness and in accordance with the details shown in the Plans and accepted by the Resident Engineer.

Bituminous Pavement Sawing, Bituminous Pavement Milling, and Bituminous Tack Coat shall be measured and paid in accordance with Item 41665, Item 401650, and Item 603, respectively.

BASIS OF PAYMENT

- 800972-5.1 Payment for the Bituminous Sand Mix shall be made at the Contract unit price for Bituminous Sand Mix-2 Inch. 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 these items as specified.

Payment will be made under:

Item AR800972 Bituminous Sand Mix-2" - per square yard.

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. **Note that Item AR209609 is for use as the new aggregate shoulder. 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. 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)."

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 AR209607	Crushed Agg. Base Course - 7" - per square yard.
Item AR209609	Crushed Agg. Base Course - 9" - 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 existing or new 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 **Automobile - Entrance Roads and Parking Lots**, and for Method I - Under 2,500 tons/pay item.

"This item shall include a survey by the Contractor of the milled Bituminous pavement surface, after repairs are completed, for review by the Project Engineer, and a survey of the final grades, as specified under Section 50-06 (Responsibility of the Contractor Paragraph G).

"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 **Automobile - Entrance Roads and Parking Lots**.

401-3.4 TEST SECTION. Delete this Section (Test Section not required).

CONSTRUCTION METHODS

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

"Should Plan grade elevations and slopes for the milled existing or newly-placed 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 milled existing or newly-placed 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. Add the following:

"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 only coring 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 be measured for pavement under this item."

METHOD OF MEASUREMENT

401-4.1 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 pavement 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.

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 and 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 or 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. Saw depth shall be as shown in the Plans at milling locations, or full depth at hand 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 401910

REMOVE AND REPLACE BITUMINOUS PAVEMENT

GENERAL

401910-1.1 This item shall consist of the saw cutting and removing of a portion of existing Bituminous pavement and replacement with new Bituminous pavement at the locations shown on the Plans, and as directed by the Resident Engineer.

MATERIALS

401910-2.1 Materials used in completing this item shall meet the individual requirements of the Standard Specifications and these Special Provisions. Materials include:

- | | |
|----------------------------------|---------------|
| a. Bituminous Pavement Sawing | Item 401665 |
| b. Subgrade Backfill | (As required) |
| c. Crushed Aggregate Base Course | Item 209 |
| d. Bituminous Prime Coat | Item 602 |
| e. Bituminous Tack Coat | Item 603 |
| f. Bituminous Surface Course | Items 401 |

CONSTRUCTION METHODS

401910-3.1 This item shall be completed in the following manner:

- a. Saw Cut. The limits of pavement to be removed and replaced will be marked by the Resident Engineer. Initial and secondary saw cuts shall be performed as shown in the Plans. It shall be the Contractor's responsibility to determine the depth of pavement prior to saw cutting to provide a full depth cut. Saw cutting will be measured separately for payment under Item 401665.
- b. Removal. The HMA surface and base material and the crushed aggregate material, to the depths shown on the Plans, shall be excavated and disposed of by the Contractor at an off-Airport location. No additional compensation will be made for hauling and disposal of the removed material. During removal, should any of the pavement to remain be damaged, the damaged pavement shall be replaced in a manner satisfactory to the Resident Engineer. However, this additional pavement replacement shall not be measured for payment.
- c. Subgrade Inspection. The subgrade will be inspected by the Engineer for its suitability. Should removal and replacement of unsuitable subgrade be required, excavation and backfill with suitable Item 152 material shall be paid under Item 152.
- d. Crushed Aggregate Base Course. Crushed Aggregate Base Course shall be constructed as specified in Item 209. Thickness shall match the existing aggregate base course thickness - minimum thickness to be furnished shall be six (6.0) inches.
- e. Bituminous Prime Coat. Bituminous prime coat shall be applied to the aggregate base as specified in Item 602.

- f. Bituminous Tack Coat. Bituminous tack coat shall be applied to each successive layer of Bituminous base/surface course and between the Bituminous lifts, as specified in Item 603.
- g. Bituminous Base and Surface Courses. New Bituminous Base/Surface course shall be constructed in accordance with Item 401. The thickness of Base/Surface course shall match the existing pavement, but shall not be less than four (4.0) inches. The maximum thickness of any one lift of Base/Surface course shall not exceed three (3) inches.

METHOD OF MEASUREMENT

401910-4.1 Removal and Replacement of Bituminous pavement to be paid shall be the area in square yards measured in place, completed and accepted. The length and width for measurement will be the outside lines as marked by the Engineer prior to removal. Replacement of areas outside the limits marked by the Engineer will be completed in accordance with this item, but shall not be measured for payment.

With the exception of initial and final saw cutting, which will be measured and paid under Item AR401665, and unsuitable subgrade removal and backfill, if required, which shall be paid under Item 152, no other material or work will be separately measured for payment.

BASIS OF PAYMENT

401910-5.1 Payment will be made at the Contract unit price per square yard for pavement removal and replacement, which shall be full compensation for all labor, materials, equipment, tools and incidentals necessary to complete the item specified and accepted.

Payment will be made under:

Item AR401910 Remove & Replace Bit. Pavement - per square yard.

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:

"MC-30 shall be used. 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."**

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 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 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 gallon per square yard of area, per lift. Each specified tack coat application **SHALL** be required, regardless of condition of the underlying pavement."

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 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 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

620-2.1 MATERIAL ACCEPTANCE. Substitute the words "thermoplastic binder, pigment, filler and glass beads" for "paint and reflective glass beads" in this Section.

620-2.2 PAINT. Replace this Section with the following:

620-2.2 THERMOPLASTIC PAVEMENT MARKINGS. The mixture of resins and other materials comprising the thermoplastic pavement markings shall be in accordance with Article 1095.01, Thermoplastic Pavement Markings, in the Standard Specifications for Road and Bridge Construction (IDOT Specifications), adopted January 1, 2016. Glass beads included with the markings shall be Type B (moisture resistance, silicone coated), in accordance with Article 1095.07, Glass Beads for Pavement Markings, of the IDOT Specifications.

"Both yellow and white markings shall be furnished, as detailed in the Construction Plans.

"All manufactured materials shall be made in the USA of 100 percent domestic raw materials."

CONSTRUCTION METHODS

620-3.1 WEATHER LIMITATIONS. Delete this paragraph and replace with the following:

"Thermoplastic shall be applied only when the pavement temperature is 55° F or greater and no later than November 1 or earlier than April 15. If the thermoplastic markings cannot be placed according to these specifications and the road is to be opened to traffic between November 1 and April 15 and no adequate markings are in place, the Contractor shall, at the direction of the Engineer, place temporary pavement markings according to Section 703 of the IDOT Specifications. The Contractor shall remove the temporary pavement markings and place the thermoplastic pavement markings on or after April 15 or as agreed upon by the Engineer."

620-3.2 EQUIPMENT. Delete these two paragraphs and replace with the following:

"Equipment shall be in accordance with Article 780.03, Equipment, of the IDOT Specifications."

620-3.5 APPLICATION. Delete this Section and replace with the following

620-3.5 ADDITIONAL GENERAL AND APPLICATION REQUIREMENTS. The markings shall be placed in accordance with Article 780.04, General, and Article 780.05, Thermoplastic, of the IDOT Specifications."

METHOD OF MEASUREMENT

620-4.1 Revise the first paragraph to read:

"The quantity of Pavement Marking - Thermoplastic to be paid for shall be the number of square feet of marking performed in accordance with the specifications and accepted by the Engineer."

BASIS OF PAYMENT

620-5.1 Add the following:

"Payment will be made under:

"Item AR800901 Pavement Marking - Thermoplastic - per square foot."

DIVISION IV

DRAINAGE

ITEM 705

PIPE UNDERDRAINS FOR AIRPORTS

Revise Item 705 of the Standard Specifications as follows:

705-1.1 DESCRIPTION. Replace the first paragraph with the following:

"This item shall include the construction of an infiltration trench to include perforated, Schedule 80 PVC piping with fabric sock, fine and coarse aggregate backfill material, and trench fabric envelope, at the locations shown in the Plans and as detailed in the Plans, and as directed by the Resident Engineer."

MATERIALS

Add:

705-2.15 PERFORATED PVC PIPE FOR INFILTRATION TRENCH. All pipe for Infiltration Trench shall be 6-inch diameter, Schedule 80 PVC, conforming to ASTM D-1785, manufactured from a PVC compound with a cell class 12454-B as defined in ASTM D-1784, with perforations meeting AASHTO M 278, Highway Underdrain Specifications.

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 FABRIC SOCK FOR INFILTRATION TRENCH PVC PIPE. The sock for the infiltration pipe shall meet the requirements in Section 705-2.13. The fabric sock shall not be measured separately, but shall be included in the Contract unit price for infiltration trench.

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 INFILTRATION 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. 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:

705-2.18 COARSE AGGREGATE BACKFILL FOR INFILTRATION TRENCH. Coarse aggregate backfill material shall be separate courses of CA-16 and CA-1, as detailed in the Plans, and shall conform to the requirements for IDOT Specifications. The aggregate backfill courses shall not be measured separately, but shall be included in the Contract unit price for infiltration trench.

Add:

705-2.19 FINE AGGREGATE BACKFILL FOR INFILTRATION TRENCH. Fine aggregate backfill material shall be FA-2 and shall conform to the requirements for IDOT Specifications. The aggregate backfill courses shall not be measured separately, but shall be included in the Contract unit price for infiltration trench.

CONSTRUCTION METHODS

705-3.7 CONNECTIONS. Add the following:

"Infiltration 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 linear feet of Infiltration Trench to be paid shall be the linear feet of PVC pipe and sock, and surrounding fine and coarse aggregate and fabric envelop, in place, completed, and approved, to be measured along the centerline of the pipe from end or inside face of structure to the end or inside face of structure, whichever is applicable."

BASIS OF PAYMENT

705-5.1 In the first Paragraph, add "and Infiltration Trench" after "... underdrains ...".

In the first Paragraph add "underdrain trench envelope, infiltration pipe sock, infiltration trench envelope, and coarse and fine aggregate backfill for infiltration trench" to items **not** to be measured for payment purposes.

Add the following:

"Payment will be made under:

"Item AR800907 Infiltration Trench - 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. **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 construction of a concrete collar around the inlet frame and grate, after the frame has been set to the proposed grade at the location shown in the Construction Plans, or as directed by the Resident Engineer."

MATERIALS

751-2.3 CONCRETE. Add the following:

"Concrete used for the concrete collar to be constructed around the frame and grate shall meet the requirements of Item 610."

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. **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."

CONSTRUCTION METHODS

Add:

751-3.11 CONCRETE COLLAR AROUND FRAME AND GRATE. New concrete manhole and inlet structures shall include a cast-in-place concrete collar around the frame and grate, as located in, and as detailed in the Construction Plans. Collar shall be constructed after the frame is set to the proposed final grade. This cast-in-place concrete work shall be incidental to the manhole or inlet.

METHOD OF MEASUREMENT

751-4.1 Add the following:

"The concrete collar around the frame and grate shall not be measured for payment, but shall be incidental to the inlet or manhole."

BASIS OF PAYMENT

751-5.1 Add the following:

"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, furnishing of the cast-in-place concrete collar around frames, and other incidentals 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.

"Payment will be made under:

"Item AR751411 Inlet-Type A - 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 - <i>Festuca commutate</i>	53 Pounds
Quattro Sheep Fescue - <i>Festuca ovina</i>	53 Pounds
Rhino Hard Fescue - <i>Festuca brevipila (F. longifolia)</i>	26 Pounds
Henry Hard Fescue - <i>Festuca brevipila (F. longifolia)</i>	26 Pounds
Sea Fire Slender Creeping Red Fescue - <i>Festuca rubra</i>	26 Pounds
Kent Creeping Red Fescue - <i>Festuca rubra, subsp. rubra</i>	26 Pounds
Gulf Annual Rye Grass - <i>Lolium multiflorum</i>	<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 Project 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 Project 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 1½ 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 an off-site source identified by the Contractor and approved by the Resident Engineer. When off-site, no separate payment for excavation at the off-site location or haul from off-site will be made, as the Contractor shall include these costs in the Contract unit price for Topsoil. 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 off-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 Delete this Section.

BASIS OF PAYMENT

905-5.1 Replace this Paragraph with the following:

"The quantity, determined as provided in Section 905-4.2, will be paid for at the Contract unit price per cubic yard for the pay item listed below (Off 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 AR905520 Topsoiling (From Off Site) - per cubic yard."

DIVISION VII

TESTING

ITEM 611

COMPACTION CONTROL TESTS

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

(THIS PAGE INTENTIONALLY LEFT BLANK)

(END OF SPECIAL PROVISIONS)



Hanson Professional Services Inc.
750 Warrenville Road, Suite 200
Lisle, Illinois 60532
☎ 630.990.3800