04A

Letting April 27, 2018

Notice to Bidders, Specifications and Proposal



Springfield, Illinois 62764

Contract No. CA020 Abraham Lincoln Capital Airport Springfield, Illinois Sangamon County Illinois Project No. SPI-4635 SBG Project No. N/A

Illinois Department of Transportation

NOTICE TO BIDDERS

- 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 April 27, 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. CA020 Abraham Lincoln Capital Airport Springfield, Illinois Sangamon County Illinois Project No. SPI-4635 SBG Project No. N/A

Terminal Parking Lot Reconfiguration & Rehabilitation, Access Road Modifications, & ADA Accessibility Improvements

For engineering information, please contact Jeffrey S. Antonacci, P.E. of Knight E/A Inc. at 217.615.4215.

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 14.0%.
- 7. **SPECIFICATIONS AND DRAWINGS.** The work shall be done in accordance with the Illinois Standard Specifications for Construction of Airports, the Special Provisions dated <u>March 23, 2018</u>, and the Construction Plans dated <u>March</u>
- 8. 23, 2018 as approved by the Illinois Department of Transportation, Division of Aeronautics.

- **9. 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 Base Bid: 154 calendar days; Additive Alternate 1: 20 additional calendar days.

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



Division of Aeronautics Proposal Bid Bond

Sponsor			Item No.
IL Proj. No.	SBG Pr. No.		Letting Date
KNOW ALL MEN BY THESE PRES	ENTS, That We		
as PRINCIPAL, and			
	aranty of the Proposal Documer	nt, whichever is the les	as SURETY, are sum of 5 percent of the total bid price, or for the amouseser sum, well and truly to be paid unto said SPONSOF ors and assigns.
	State of Illinois, Department of	Transportation, Divisio	PRINCIPAL has submitted a bid proposal to the on of Aeronautics, for the improvement designated by the
and as specified in the bidding and the award by AGENT on behalf of S documents, including evidence of the faithful performance of such contract the failure of the PRINCIPAL to ma pays to the SPONSOR the difference	contract documents, submit a ESPONSOR, the PRINCIPAL shather required insurance coverage and for the prompt payment of the the required DBE submissions on to exceed the penalty hereact with another party to performance.	DBE Utilization Plan than the left of the left of the left of labor and material for the left of l	roposal of the PRINCIPAL; and if the PRINCIPAL sha at is accepted and approved by the AGENT; and if, after in accordance with the terms of the bidding and contract bond as specified with good and sufficient surety for the urnished in the prosecution thereof; or if, in the event contract and to give the specified bond, the PRINCIPA unt specified in the bid proposal and such larger amount y said bid proposal, then this obligation shall be null are
forth in the preceding paragraph, th SURETY does not make full payme to the SPONSOR and to the AGEN either in whole or in part.	nen SURETY shall pay the pena ent within such period of time, th T for all its expenses, including a	al sum to the SPONSC ne AGENT may bring a attorney's fees, incurre	CIPAL has failed to comply with any requirement as so DR within fifteen (15) days of written demand therefor. an action to collect the amount owed. SURETY is liabled in any litigation in which SPONSOR or AGENT preva-
their respective officers	the said PRINCIPAL and the sa day of	id SURETY have caus	sed this instrument to be signed by A.D.,
PRINCIPAL		SURETY	
(Company N	ame)		(Company Name)
Ву		Ву:	
(Signatu	ure & Title)		(Signature of Attorney-in-Fact)
STATE OF ILLINOIS,	Notary Certificati	ion for Principal and	Surety
County of		a Notany Pub	olic in and for said County, do hereby certify that
l,		and	inc in and for said county, do nevery certify that
	(Insert names of individuals sig	ning on behalf of PRIN	NCIPAL & SURETY)
	this day in person and acknowle		bed to the foregoing instrument on behalf of PRINCIPA at they signed and delivered said instrument as their fre
Given under my hand and no	tarial seal this	day of	A.D
My commission expires			Notice B. LT
In liqu of completing the charge see	ction of the Proposal Bid Earn	the Principal may file	Notary Public
marking the check box next to the	Signature and Title line below,	the Principal is ensuri	e an Electronic Bid Bond. By signing the proposal ar ng the identified electronic bid bond has been execute der the conditions of the bid bond as shown above.
Electronic Bid Bond ID#	Company / Bidder Nam	ne	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 contact 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.

Economic Area	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	S Chicago, IL: SMSA Counties:	
	1600 Chicago, IL -	19.6
	IL - Cook, DuPage, Kane,	
	Lake, McHenry, Will	0.4
	3740 Kankakee, IL - IL - Kankakee	9.1
	Non-SMSA Counties	18.4
	IL - Bureau, DeKalb, Grundy, Iroquois,	
	Kendall, LaSalle, Livingston, Putnam IN - Jasper, Laporte, Newton,	
	Pulaski, Starke	
084		
	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 - IL - Macon	7.6
	7880 Springfield, IL -	4.5
	IL - Menard, Sangamon	
	Non-SMSA Counties IL - Cass, Christian, Dewitt, Logan,	4.0
	Morgan, Moultrie, Scott, Shelby	
086	, ,	
	Non-SMSA Counties IL - Adams, Brown, Pike	3.1
	MO - Lewis, Marion, Pike, Ralls	
087	Peoria, IL:	
	SMSA Counties:	
	1040 Bloomington - Normal, IL - IL - McLean	2.5
	6120 Peoria, IL -	4.4
	IL - Peoria, Tazewell, Woodford	
	Non-SMSA Counties - IL - Fulton, Knox, McDonough, Marshall,	3.3
	Mason, Schuyler, Stark, Warren	
088	· · · · · · · · · · · · · · · · · · ·	
	SMSA Counties: 6880 Rockford, IL -	6.3
	IL - Boone, Winnebago	0.0
	Non-SMSA Counties -	4.6
	IL - Lee, Ogle, Stephenson	
098	Dubuque, IA: Non-SMSA Counties -	0.5
	IL - JoDaviess	0.0
	IA - Atlamakee, Clayton, Delaware,	
	Jackson, Winnesheik WI - Crawford, Grant, Lafayette	
099	Davenport, Rock Island, Moline, IA - IL:	
	SMSA Counties:	
	1960 Davenport, Rock Island, Moline, IA - IL - IL - Henry, Rock Island	4.6
	IA - Scott	
	Non-SMSA Counties -	3.4
	IL - Carroll, Hancock, Henderson, Mercer, Whiteside IA - Clinton, DesMoines, Henry, Lee, Louisa, Muscatine	
	MO - Clark	

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

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

The Contractor's compliance with Executive Order 11246 and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the provisions and specifications set forth in its federally assisted contracts, and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order 11246 and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- 3. The Illinois Department of Transportation will provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten working days of award of any construction contract and/or subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. This notification will list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- 4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the entire State of Illinois for the goal set forth in APPENDIX A and the county or counties in which the work is located for the goals set forth in APPENDIX B.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

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

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

- (I) 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.

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 and 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.

- 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 Con	tract Amount	Daily Cha	irges
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.

Contract No. CA020 Abraham Lincoln Capital Airport Springfield, Illinois Sangamon County Illinois Project No. SPI-4635 SBG Project No. N/A

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: Terminal Parking Lot Reconfiguration & Rehabilitation, Access Road Modifications, & ADA Accessibility Improvements at Abraham Lincoln Capital, Contract CA020, 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 **Base Bid: 154 calendar days; Additive Alternate 1: 20 additional calendar days**, unless additional time is granted by the Engineer in accordance with the provisions of the specifications. In case of failure to complete the work on or before the time named herein, or within such extra time as may have been allowed by extensions, the bidder agrees that the Department of Transportation shall withhold from such sum as may be due him/her under the terms of this contract, the costs, as set forth in Section 80-09 Failure to Complete on Time of the Standard Specifications, which costs shall be considered and treated not as a penalty but as damages due to the State from the bidder by reason of the failure of the bidder to complete the work within the time specified in the contract.

CONSTRUCTION AIR QUALITY - DIESEL VEHICLE EMISSIONS CONTROL (BDE)

Effective: April 1, 2009 Revised: January 2, 2012

<u>Diesel Vehicle Emissions Control</u>. 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.

<u>Environmental Deficiency Deduction</u>. 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

<u>FEDERAL OBLIGATION</u>. 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.

<u>CONTRACTOR ASSURANCE</u>. 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 14.0% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. 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.

<u>DBE LOCATOR REFERENCES</u>. 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.

<u>BIDDING PROCEDURES</u>. 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 readvertised 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.

<u>CALCULATING DBE PARTICIPATION</u>. 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 is 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 of 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) <u>NO AMENDMENT</u>. 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) <u>CHANGES TO WORK</u>. 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, than 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) <u>SUBCONTRACT</u>. 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) <u>ALTERNATIVE WORK METHODS</u>. 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) <u>TERMINATION AND REPLACEMENT PROCEDURES</u>. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in this Special Provision. The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the Department's written consent as provided in subsection (a) of this part. Unless Department consent is provided for termination of a DBE subcontractor, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBE in the Utilization Plan.

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

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

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime Contractor's reasonable, nondiscriminatory bond requirements;
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law.
- (6) You have determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides to you written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE subcontractor is unable to complete its work on the contract;
- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the prime Contractor can substitute another DBE or non-DBE 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) <u>ENFORCEMENT</u>. 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) <u>RECONSIDERATION</u>. Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor my 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.

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 <u>each</u> 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.

IL Project : SPI 4635 Contract No. CA020

SECTION III

Special Provisions

For

TERMINAL PARKING LOT RECONFIGURATION & REHABILITATION, ACCESS ROAD MODIFICATIONS, AND ADA ACCESSIBILITY IMPROVEMENTS

ILLINOIS PROJECT: SPI-4635

At

ABRAHAM LINCOLN CAPITAL AIRPORT SPRINGFIELD, ILLINOIS

March 23, 2018

Prepared By:

Knight E/A, Inc.
3200 Pleasant Run
Suite A
Springfield, IL 62711

S. ANTON

Jaffrays Centenalli

KNIGHT

Engineers & Architects

7486.01

GENERAL

These special provisions, together with the applicable Standard Specifications, Rules and Regulations, Contract Requirements for Airport Improvement Projects, payroll Requirements and Minimum WGW Rates which are hereto attached or which by reference are herein incorporated, cover the requirements of the State of Illinois, department of transportation, Division of Aeronautics for the construction of the subject project at the Abraham Lincoln Capital Airport in Springfield, Illinois.

GOVERNING SPECIFICATIONS AND RULES AND REGULATIONS

The "Illinois Standard Specifications for Construction of Airports", dated April 1, 2012, State of Illinois Department of Transportation, Division of Aeronautics shall govern the project except as otherwise noted in these Special Provisions. In cases of conflict with any part or parts of said specifications, the said Special provisions shall take precedence and shall govern. When noted within the Special Provisions, the Illinois Department of Transportation "Standard Specifications for Road and Bridge Construction", Adopted April 1, 2016, shall also apply.

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DIVISION I - GENERAL PROVISIONS

SECTION 40 – SCOPE OF WORK

40-05 MAINTENANCE OF TRAFFIC

ADD:

The contractor shall be responsible for cleaning and maintaining all terminal and airport access roads and use a pick-up type sweeper on all pavements and adjacent pavements utilized during the construction process when material is tracked onto the existing pavement. The Contractor shall have a sweeper on site and maintain all pavements clear of dirt and debris at all times or as requested by the Resident Engineer. If the Contractor fails to comply with the Standard Specifications, Contract Plans or these Special Provisions concerning traffic control, all construction activities shall cease and the Contractor will be required to correct the deficiencies to the satisfaction of the Resident Engineer and Owner. The Contractor shall be responsible for supplying, maintaining and moving all barrels and/or barricades required for the staged construction as shown and detailed in the contract plans. The cost for maintaining traffic control on site shall not be paid for under Item AR150530 Traffic Maintenance per lump sum.

40-09 AIRPORT OPERATIONS DURING CONSTRUCTION

ADD:

The Contractor shall maintain operation to the Terminal Building by the traveling public at all times, and shall operate within phased areas delineated by barrels and/or barricades as detailed in the contract plans at all times. The storage and parking of equipment and materials shall be within the phased delineated areas at all times, unless otherwise directed by the Resident Engineer. Open trenches, excavations and stockpiled material near operation pavement shall be protected by barrels and/or barricades with flashing yellow lights during nighttime hours. The work area shall be kept clean of debris and garbage that may become airborne and deposited on the nearby runways. To help facilitate this effort garbage barrels shall be provided by the Contractor for use of the workers during construction.

SECTION 50 – CONTROL OF WORK

50-06 CONSTRUCTION LAYOUT

RESPONSIBILITY OF THE ENGINEER

DELETE:

Paragraphs A and B and replace with the following:

IL Project: SPI 4635

A. The Resident Engineer will locate and reference all horizontal control points necessary for the Contractor to complete his/her construction layout.

B. The Resident Engineer will establish vertical control in the form of benchmarks at locations throughout the project as necessary to construct the project to the lines and grades detailed in the contract plans.

ADD:

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

RESPONSIBILITY OF THE CONTRACTOR

ADD:

- H. The Contractor shall immediately notify the Resident Engineer of conflicts or discrepancies with the established control points.
- I. Construction layout shall not be paid for separately but shall be included in the item for which the layout is required.

50-18 PLANS AND WORK DRAWINGS

DELETE:

References to "approval" in first paragraph and replace with "review".

REVISE the fifth paragraph to read:

Shop drawings submitted by the Contractor for materials and/or equipment to be provided as a part of the contract shall be reviewed by the Project Engineer for substantial conformance of said materials and/or equipment, to contract requirements. Shop drawings shall be fully descriptive, complete and of sufficient detail for ready determination of compliance.

REVISE the last paragraph to read:

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

PROJECT LOCATION: ABRAHAM LINCOLN CAPITAL AIRPORT

IL Project: SPI 4635

Abraham Lincoln Capital Airport Springfield, IL Item 04A

PROJECT TITLE: TERMINAL PARKING LOT RECONFIGURATION &

REHABILITATION, ACCESS ROAD MODIFICATIONS, &

IL Project: SPI 4635

Contract No. CA020

ADA ACCESSIBILITY IMPROVEMENTS

PROJECT NUMBERS: IL Project: SPI-4635

Contract: CA020

CONTRACT ITEM: (EX. AR751411/INLET-TYPE A)

SUBMITTED BY: (Contractor/Subcontractor Name)

DATE: (Date Submitted)

<u>SECTION 60 – CONTROL OF MATERIALS</u>

60-01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS

ADD: After the last paragraph

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

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

60-03 CERTIFICATION OF COMPLIANCE

ADD:

Additional requirements are specified in Section 60-11 Certification of Materials.

60-11 CERTIFICATION OF MATERIALS

ADD:

The Contractor shall certify all materials incorporated into the contract. Certification documentation shall be submitted to the Resident Engineer. It shall be the sole responsibility of the Contractor to ensure the submittal of adequate and accurate documentation in order to satisfy the contract material certification requirements prior to the delivery of the materials. Materials without certification or those with certification that demonstrates the materials do not

meet the requirements of the plans and specifications shall be considered nonconforming and subject to the provisions of Section 50-02.

As a guide to the certification process and requirements, the Contractor shall use the Illinois Department of Transportation/Division of Aeronautics MANUAL FOR DOCUMENTATION OF AIRPORT MATERIALS dated April 1, 2010 or latest edition including any addendums. This manual is available on the IDOT website at http://www.idot.illinois.gov/home/resources/Manuals/Manuals-and-Guides.

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

SECTION 70 - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

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

ADD:

Special care shall be taken on all operations to avoid damage to all underground utilities. The approximate locations of existing underground utilities are shown in the contract plans. It shall be the Contractor's responsibility to locate and protect all airport-owned utilities within the construction limits, including all electric cabling, fiber optic and communications cabling, storm sewers, sanitary sewers, water mains and natural gas lines.

Special attention is necessary when working near FAA power and control cables. Any FAA utility that is damaged or cut during construction shall be repaired immediately. FAA requires that any damaged cable be replaced in its entirety, from power/control source to the equipment service. Splices of any kind will not be permitted. Exposures of any FAA cables must be done by hand digging or hydro-excavation. No additional compensation will be made for locating, replacement or repair of FAA facilities of cables but, shall be incidental to the contract.

When FAA cables are required to be located, or the contractor is planning on working on or around FAA cables, conduits or equipment, a 10 working day advanced notice shall be given to the FAA before any such markings are required. Once FAA marks the cables, the Contractor will be required to survey the FAA utilities so they can be replaced during construction without remarking by the FAA. This shall be included in the price of the contract. The FAA personnel are only available from 9 am to 3 pm, Monday through Friday with advanced notice.

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

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UTILITY	CONTACT (PHONE)	
Comcast		
701 Dirksen Parkway	(217) 788-5659	
Springfield, IL 62703		
City, Water Light & Power		
Municipal Center West, Room 101	(217) 789-2121	
300 S. 7th Street	(217) 789-2121	
Springfield, IL 62757		
City, Water, Light & Power		
Water Engineering	(217) 789-2323	
401 N. 11th Street	(217) 703 2323	
Springfield, IL 62702		
Springfield Water Reclaimation District		
3000 N. 8th Street	(217) 528-0491	
Springfield, IL 62707		
Ameren Illinois Company		
217 N. 9th Street	(217) 523-1792	
Springfield, IL 62702		

SECTION 80 - PROSECUTION AND PROGRESS

80-03 NOTICE TO PROCEED

The Notice to Proceed will not be given until all materials are certified by the Contractor to be available and on hand.

80-05 LIMITATION OF OPERATIONS

ADD:

The Contractor shall not have access to any part of the active airfield (runways or taxiways) for any equipment or personnel without approval of the Airport Manager. All operations shall conform to the approved construction activity plan and general notes.

80-07 TEMPORARY SUSPENSION OF THE WORK

REVISE the second paragraph to read:

In the event that the Contractor is ordered by the Engineer, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the Engineer's order to suspend work to

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the effective date of the Engineer's order to resume work. Claims for such compensation shall be filed with the Resident Engineer within the time period stated in the Engineer's order to

resume work. The Contractor shall submit with his/her claim information substantiating the amount shown on the claim. The Resident Engineer will forward the Contractor's claim to the Division for their consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather, for suspension made at the request of the Engineer, or for any other delay provided for in the contract, plans or specifications.

DIVISION II – PAVING CONSTRUCTION DETAILS

ITEM 150510 - ENGINEER'S FIELD OFFICE

<u>150-2.1</u>

REVISE:

Paragraph (G) to the following:

(G) One (1) electric water cooler dispenser capable of dispensing cold and hot water and a supply of water bottles as needed.

Paragraph (I) to the following:

(I) One (1) dry process copy machine (including maintenance and operating supplies) capable of both collating and reproducing prints up to a half size (11"x17") and capable of copying field books.

ADD:

- (N) One first-aid cabinet fully equipped.
- (O) One (1) 800 Watt, 0.8 cubic foot microwave oven.
- (P) One (1) Coffee Maker
- (Q) Solid waste disposal consistent of two (2) 28-quart waste baskets and an outside trash container of sufficient size to accommodate a weekly provided pick-up service.
- (R) One (1) internet access account for use by the Engineer with a minimum advertised download speed of up to 786 Kbps and a minimum advertised upload speed of up to 384 Kbps. The type of internet access chosen by the Contractor shall allow for simultaneous use of the internet connection, landline telephone, and facsimile machine. Any required modems, broadband cards or other equipment needed for connecting a desktop or laptop computer to the type of

internet connection selected by the Contractor shall also be provided by the Contractor.

BASIS OF PAYMENT

<u>150-3.1</u>

DELETE the second sentence of the second paragraph of this section. ADD:

Payment will be made under:

ITEM AR150510 ENGINEER'S FIELD OFFICE – PER LUMP SUM

ITEM 150520 - MOBILIZATION

BASIS OF PAYMENT

150-3.1

ADD:

Payment will be made under:

ITEM AR150520 MOBILIZATION – PER LUMP SUM.

ITEM 151 - CLEARING & GRUBBING

BASIS OF PAYMENT

ADD:

Payment will be made under:

ITEM AR151420 CLEARING TREES 0-2.5' BUTT, DIA. – PER EACH STUMP REMOVAL 0.0-2.5 FT. DIA. – PER EACH CLEARING AND GRUBBING 0"-6" – PER ACRE

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ITEM 152 – EXCAVATION AND EMBANKMENT

CONSTRUCTION METHODS

ADD:

The Contractor shall haul all spoil material to a designated area on airport property located off Aviation Lane on the south side of the airstrips. Coordination with the Owner and clearance from TSA will be necessary by all Contractor personnel. Maximum haul distance is estimated at 4.5 miles round trip.

BASIS OF PAYMENT

ADD:

Payment will be made under:

ITEM AR152410 UNCLASSIFIED EXCAVATION – PER CUBIC YARD

ITEM 156000 - EROSION CONTROL

156-3.2 TEMPORARY EROSION CONTROL

ADD:

The Contractor shall comply with the Erosion Control Plan contained in the contract plans.

BASIS OF PAYMENT

ADD:

Payment will be made under:

ITEM AR156510 SILT FENCE – PER LINEAL FOOT ITEM AR156520 INLET PROTECTION – PER EACH

ITEM 209 - CRUSHED AGGREGATE BASE COURSE

BASIS OF PAYMENT

ADD:

Payment will be made under:

ITEM AR209604 CRUSHED AGG. BASE COURSE-4" – PER SQUARE YARD ITEM AR209608 CRUSHED AGG. BASE COURSE-8" – PER SQUARE YARD ITEM AR209612 CRUSHED AGG. BASE COURSE-2" – PER SQUARE YARD

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ITEM AS209608

ITEM AS209604 CRUSHED AGG. BASE COURSE-4" – PER SQUARE YARD

ITEM 401 - BITUMINOUS SURFACE COURSE - SUPERPAVE

CRUSHED AGG. BASE COURSE-8" - PER SQUARE YARD

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DESCRIPTION

401-1.1

ADD:

Section 406 of the "Standard Specifications for Road and Bridge Construction", Adopted April 1, 2016 shall govern all material requirements for this item.

BASIS OF PAYMENT

ADD:

Payment will be made under:

ITEM AR401613 BIT. SURF. CRS.-METHOD 1, SUPERPAVE – PER TON ITEM AS401613 BIT. SURF. CRS.-METHOD 1, SUPERPAVE – PER TON

ITEM 401650 - BITUMINOUS PAVEMENT MILLING

BASIS OF PAYMENT

ADD:

Payment will be made under:

ITEM AR401650 BITUMIINOUS PAVEMENT MILLING – PERSQUARE YARD BITUMINOUS PAVEMENT MILLING – PER SQUARE YARD

ITEM 401655 – BUTT JOINT CONSTRUCTION

BASIS OF PAYMENT

ADD:

Payment will be made under:

ITEM AR401655 BUTT JOINT – PER SQUARE FOOT

ITEM 401900 - REMOVE BITUMINOUS PAVEMENT

BASIS OF PAYMENT

ADD:

Payment will be made under:

ITEM AR401900 REMOVE BITUMINOUS PAVEMENT – PER SQUARE YARD ITEM AS401900 REMOVE BITUMINOUS PAVEMENT – PER SQUARE YARD

ITEM 403 - BITUMINOUS BASE COURSE - SUPERPAVE

DESCRIPTION

403-1.1

ADD:

Section 406 of the "Standard Specifications for Road and Bridge Construction", Adopted April 1, 2016 shall govern all materials requirements for this item.

BASIS OF PAYMENT

ADD:

Payment will be made under:

ITEM AR403613 BIT. BASE CRS., METHOD 1-SUPERPAVE – PER TON ITEM AR403621 BIT. BASE CRS., LEVELING, SUPERPAVE – PER TON

ITEM 501900 - REMOVE PCC PAVEMENT

BASIS OF PAYMENT

ADD:

Payment will be made under:

ITEM AR501690 PCC SIDEWALK REMOVAL – PER SQUARE FOOT ITEM AR501900 REMOVE PCC PAVEMENT – PER SQUARE YARD REMOVE PCC PAVEMENT – PER SQUARE YARD

ITEM 602 - BITUMINOUS PRIME COAT

MATERIALS

ADD:

Penetrating emulsified prime (PEP) may be used.

BASIS OF PAYMENT

ADD:

Payment will be made under:

ITEM AR602510 BITUMINOUS PRIME COAT – PER GALLON

ITEM 603 – BITUMINOUS TACK COAT

BASIS OF PAYMENT

ADD:

Payment will be made under:

ITEM AR603510 BITUMINOUS TACK COAT – PER GALLON ITEM AS603510 BITUMINOUS TACK COAT – PER GALLON

ITEM 610 - STRUCTURAL PORTLAND CEMENT CONCRETE

MATERIALS

ADD:

Portland cement concrete shall conform to ITEM 610 and shall be Class SI mix.

BASIS OF PAYMENT

ADD:

Payment will be made under:

ITEM AR501604 4" PCC SIDEWALK – PER SQUARE FOOT ITEM AS501506 6" PCC PAVEMENT – PER SQUARE YARD ITEM AS501508 8" PCC PAVEMENT – PER SQUARE YARD

ITEM AR801670 PEDESTRIAN CROSSWALK TABLE – PER SQUARE YARD

ITEM AR801671 PCC MEDIAN SURFACE 4" – PER SQUARE FOOT

ITEM 620 – PAVEMENT MARKING

DESCRIPTION

620-1.1

ADD:

Section 780 of the "Standard Specifications for Road and Bridge Construction", Adopted April 1, 2016 shall govern for this item.

METHOD OF MEASUREMENT

620-4.1

DELETE:

The quantity of runway and taxiway markings to be paid for shall be the number of square feet of painting performed in accordance with the specifications and accepted by the Engineer.

ADD:

The quantity of roadway and parking lot markings to be paid for shall be the number of square feet of painting application performed in accordance with the specifications and accepted by the Resident Engineer.

BASIS OF PAYMENT

<u>620-5.1</u> Payment shall be made at the contract unit price per square foot for pavement marking. This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item. The application of the reflective media shall be considered incidental to the item of pavement marking for which it is used and no additional compensation will be allowed

ADD:

Payment will be made under:

ITEM AR620510 PAVEMENT MARKING - PER SQUARE FOOT

ITEM AR620535 PAVEMENT MARKING - THERMOPLASTIC - PER SQUARE FOOT

ITEM AS620510 PAVEMENT MARKING - PER SQUARE FOOT

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DIVISION IV - DRAINAGE

ITEM 701 - PIPE FOR STORM SEWERS AND CULVERTS

BASIS OF PAYMENT

ADD:

Payment will be made under:

ITEM AR701312	12" RCP, CLASS II - PER LINEAL FOOT
ITEM AR701315	15" RCP, CLASS II - PER LINEAL FOOT
ITEM AR701318	18" RCP, CLASS II – PER LINEAL FOOT
ITEM AR701900	REMOVE PIPE – PER LINEAL FOOT

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

BASIS OF PAYMENT

ADD:

Payment will be made under:

ITEM AR751411	INLET-TYPE A – PER EACH
ITEM AR751416	TYPE 1 INLET – PER EACH
ITEM AR751540	MANHOLE 4' – PER EACH
ITEM AR751927	REPLACE FRAME & GRATE – PER EACH
ITEM AR751940	ADJUST INLET – PER EACH
ITEM AR751943	ADJUST MANHOLE – PER EACH

ITEM 754 - CONCRETE GUTTERS, DITCHES, AND FLUMES

BASIS OF PAYMENT

ADD:

Payment will be made under:

11 EM AR / 54212	CONCRETE CORBITPE B – PER LINEAL FOOT
ITEM AR754410	COMB CONCRETE CURB & GUTTER – PER LINEAL FOOT
ITEM AR754900	REMOVE CONCRETE CURB – PER LINEAL FOOT
ITEM AR754904	REMOVE COMB CURB & GUTTER – PER LINEAL FOOT
ITEM AS754410	COMB CONCRETE CURB & GUTTER – PER LINEAL FOOT
ITEM AS754904	REMOVE COMB CURB & GUTTER – PER LINEAL FOOT

IL Project: SPI 4635

DIVISION V – TURFING

ITEM 901 - SEEDING

MATERIALS

ADD:

Seeding shall be Class 2 as defined in the Standard Specification for Road and Bridge Construction, Adopted April 1, 2016.

BASIS OF PAYMENT

ADD:

Payment will be made under:

ITEM AR901510 SEEDING - PER ACRE

ITEM 908 - MULCHING

DESCRIPTION

908-2.1

ADD:

All construction for this item shall be completed in accordance with Section 251 of the Standard Specifications for Road and Bridge Construction, Adopted April 1, 2016. Method 2 shall be used.

BASIS OF PAYMENT

ADD:

Payment will be made under:

ITEM AR908512 MULCHING-METHOD 2 – PER ACRE

<u>DIVISION VI – LIGHTING INSTALLATION</u>

<u>ITEM 106 – APRON LIGHTING</u>

BASIS OF PAYMENT

ADD:

Payment will be made under:

ITEM AR801659 ITEM AR801661 ITEM AR801661 ITEM AR801662 ITEM AR801663 ITEM AR801664 ITEM AR801664 ITEM AR801665 ITEM AR801666 ITEM AR801666 ITEM AR801666 ITEM AR801666 ITEM AR801667 ITEM AR801667 ITEM AR801668	ITEM AR801661 ITEM AR801662 ITEM AR801663 ITEM AR801664 ITEM AR801665 ITEM AR801666 ITEM AR801667	REMOVE EXISTING LUMINAIRE, SALVAGE – PER EACH PARKING LED LUMINAIRE, TYPE V DISTRIBUTION – PER EACH PARKING LED LUMINAIRE, TYPE II DISTRIBUTION – PER EACH LIGHT POLE – PER EACH LUMINAIRE BRACKET – PER EACH RELOCATE LIGHTING CONTROLLER – PER EACH RELOCATE LED LUMINAIRE – PER EACH
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ITEM 108 – INSTALLATION OF UNDERGROUND CABLES FOR AIRPORTS BASIS OF PAYMENT

ADD:

Payment will be made under:

ITEM AR108082 1/C #2 XLP-USE ITEM AR108086 1/C #6 XLP-USE

ITEM 110 - INSTALLATION OF AIRPORT UNDERGROUND ELECTRIC DUCT

BASIS OF PAYMENT

ADD:

Payment will be made under:

ITEM AR110200 1-1/4" PVC DUCT, DIRECT BURY – PER LINEAL FOOT
ITEM AR110201 1" PVC DUCT, DIRECT BURY – PER LINEAL FOOT
ITEM AR110506 6-WAY CONCRETE ENCASED DUCT BANK – PER LINEAL FOOT

ITEM AR801653 HANDHOLE, HEAVY DUTY – PER EACH

DIVISION VII – TESTING

ITEM 611 - COMPACTION CONTROL TESTS

611-2.2 LABORATORY COMPACTION TESTS

ADD:

Compaction control tests shall be made in accordance with construction requirements found in Sections 205 for construction unclassified excavation, 301 for subgrade preparation, 311.05(b) for Crushed Aggregate Base Courses, and 406 for Bituminous Base and Surface-Superpave Course requirements of the Standard Specifications for Road and Bridge Construction, Adopted April 1, 2016.

ADD:

DIVISION VIII - MISCELLANEOUS CONSTRUCTION

ITEM AR801650 - CONCRETE PAVERS

DESCRIPTION

<u>801-1.1</u> This item includes all labor, equipment and materials needed to construct concrete pavers to the lines and grades as detailed and shown in the contract plans. The Contractor shall perform unclassified excavation, pour concrete curbing, place all aggregate subbases and install all concrete pavers as specified herein. The Contractor shall receive final approval of all material products by the Resident Engineer and Owner prior to ordering the materials specified to complete this item.

GENERAL

801-2.1 SUMMARY

- A. Section Includes:
 - 1. Concrete pavers set in [aggregate] [bituminous] [and] [mortar] setting beds.
 - 2. Cast-in-place concrete edge restraints (as Concrete Curb Type B).

801-2.2 REFERENCES

- A. ASTM International, latest edition:
 - 1. C 33, Standard Specification for Concrete Aggregates.
 - 2. C 67, Standard Test Methods for Sampling and Testing Brick and Structural Clay Tile, Section 8, Freezing and Thawing.

IL Project: SPI 4635

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- 3. C 136, Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
- 4. C 140, Standard Test Methods for Sampling and Testing Concrete Masonry Units and Related Units.
- 5. C 144 Standard Specifications for Aggregate for Masonry Mortar.
- 6. D 448, Standard Classification for Sizes of Aggregate for Road and Bridge Construction.
- 7. C 936, Standard Specification for Solid Concrete Interlocking Paving Units.
- 8. C 979, Standard Specification for Pigments for Integrally Colored Concrete.
- 9. D 698 Test Methods for Moisture Density Relations of Soil and Soil Aggregate Mixtures Using a 5.5 lb (24.4 N) Rammer and 12 in. (305 mm) drop.
- D 1557 Test Methods for Moisture Density Relations of Soil and Soil Aggregate Mixtures Using a 10 lb (44.5 N) Rammer and 18 in. (457 mm) drop.
- C1645 Standard Test Method for Freeze-thaw and De-icing Salt Durability of Solid Concrete Interlocking Paving Units
- 12. D 1883, Test Method for California Bearing Ratio of Laboratory-Compacted Soils.
- 13. D 2940 Graded Aggregate Material for Bases or Subbases for Highways or Airports.
- 14. D 4254, Standard Test Methods for Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density.
- 15. D 5261, Standard Test Method for Measuring Mass per Unit Area of Geotextiles
- D 4632, Standard Test Method for Grab Breaking Load and Elongation of Geotextiles
- 17. D 4533, Standard Test Method for Index Trapezoidal Tearing Strength of Geotextiles
- 18. D 4833, Standard Test Method for Index Puncture Resistance of Geotextiles, Geomembranes and Related Products
- 19. D 4491, Standard Test Method for Water Permeability of Geotextiles by Permittivity
- 20. D 4751, Standard Test Method for Determining Apparent Opening Size of a Geotextile
- 21. D 4354, Standard Practice for Sampling of Geosynthetics for Testing
- D 4759, Standard Practice for Determining the Specifications Conformance of Geosynthetics

801-2.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

801-2.4 ACTION SUBMITTALS

- A. Retain one of two "Product Data" paragraphs below. If retaining second paragraph, revise list to coordinate with products retained in Part 2.
- B. Concrete Pavers:
 - 1. Samples for verification: Three representative full-size samples of each paver type, thickness, color and finish that indicate the range of color variation and texture expected upon project completion.
 - 2. Accepted samples become the standard of acceptance for the product produced.

- 3. Test results from an independent testing laboratory for compliance of concrete pavers with ASTM C 936.
- 4. Manufacturer's catalog product data, installation instructions, and material safety data sheets for the safe handling of the specified materials and products.

C. Joint and Setting Bed Sand:

- 1. Provide three representative one pound samples in containers of Joint Sand materials.
- 2. Provide three representative one pound samples in containers of Setting Bed Sand materials.
- 3. Test results from an independent testing laboratory for sieve analysis per ASTM C 136 conforming to the grading requirements of ASTM C 144.

D. Base and Subbase Aggregate:

 Test results from an independent testing laboratory for sieve analysis per ASTM C 136.

E. Paving Installation Contractor:

1. Job references from a minimum of three projects similar in size and complexity. Provide Owner/Client/General Contractor names, postal address, phone, fax, and email address.

801-2.5 QUALITY ASSURANCE

A. Utilize a Manufacturer having at least ten years of experience manufacturing concrete pavers on projects of similar nature or project size.

B. Source Limitations:

- 1. Obtain Concrete Pavers from one source location with the resources to provide products of consistent quality in appearance and physical properties.
- 2. Obtain Joint and Setting Bed Sands from one source with the resources to provide materials and products of consistent quality in appearance and physical properties.

C. Paving Contractor Qualifications:

1. Utilize an installer having successfully completed concrete paver installation similar in design, material, and extent indicated on this project.

D. Mockups:

- 1. Install a 5 ft x 5 ft paver area per each paving pattern.
- 2. Use this area to determine surcharge of the Setting Bed Sand layer, joint sizes, lines, laying pattern(s) and levelness. This area will serve as the standard by which the workmanship will be judged.

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- 3. Subject to acceptance by owner, mock-up may be retained as part of finished work.
- 4. If mock-up is not retained, remove and dispose legally.

801-2.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver Concrete Pavers in manufacturer's original, unopened and undamaged container packaging with identification labels intact.
 - 1. Coordinate delivery and paving schedule to minimize interference with normal use of streets and sidewalks adjacent to paver installation.
 - 2. Deliver Concrete Pavers to the site in steel banded, plastic banded or plastic wrapped packaging capable of transfer by forklift or clamp lift.
 - 3. Unload Concrete Pavers at job site in such a manner that no damage occurs to the product or adjacent surfaces.
- B. Store and protect materials free from mud, dirt and other foreign materials.
- C. Prevent Joint and Setting Bed Sand from exposure to rainfall or removal by wind with secure, waterproof covering.

801-2.7 FIELD CONDITIONS

- A. Environmental Requirements:
 - 1. Install Concrete Pavers only on unfrozen and dry Setting Bed Sand.
 - 2. Install Setting Bed Sand only on unfrozen and dry Base or Subbase Aggregate
 - 3. Install Base or Subbase Aggregates only over unfrozen subgrade.
 - 4. Install Setting Bed Sand or Concrete Pavers when no heavy rain or snowfall are forecast within 24 hours.

801-2.8 CONCRETE PAVER OVERAGE AND ATTIC STOCK

- A. Provide a minimum of 5% additional material for overage to be used during construction.
- B. Contractor to provide 100 square feet of each product and size used to owner for maintenance and repair. Furnish Pavers from the same production run as installed materials.
- C. Manufacture to supply maintenance and reinstatement manuals for Concrete Paver units.

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PRODUCTS

801-3.1 MANUFACTURERS

A. Source Limitations: Obtain each type of unit paver, joint material, and setting material from single source with resources to provide materials and products of consistent quality in appearance and physical properties.

801-3.2 CONCRETE PAVERS

- A. Basis-of-Design Product: The Concrete Paver shapes are generally described as:
 - Rectangular-Various sizes arranged in geometric design to be determined by the Owner
 - 2. As manufactured by:
 - a. Acker Stone
 - b. Belden
 - c. Belgard
 - d. Custom Stone Works, Inc.
 - e. Keystone
 - f. Northfield Block
 - g. Unilock
 - h. Equivalent (as approved by Owner)
- B. Product Requirements:
 - 1. Color: Winter Marvel.
 - 2. Finish: Granite appearance this is a face mix finish.
 - 3. Edge: Zero Bevel.
 - 4. Size: Manufacture the sizes indicated with a maximum tolerance of plus or minus 1/16 in all directions.
 - a. 8" x 8"
 - b. 16" x 16"
 - c. 24" x 24"
- C. Provide pavers meeting the minimum material and physical properties set forth in ASTM C 936, Standard Specification for Interlocking Concrete Paving Units. Efflorescence is not a cause for rejection.
 - 1. Average compressive strength 8000 psi (55MPa) with no individual unit under 7,200 psi (50 MPa).
 - 2. Average absorption of 5% with no unit greater than 7% when tested according to ASTM C 140.
 - 3. Resistance to 50 freeze-thaw cycles, when tested according to ASTM C1645, with no breakage greater than 1.0% loss in dry weight of any individual unit. Conduct this test method not more than 12 months prior to delivery of units.

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- D. Accept only pigments in concrete pavers conforming to ASTM C 979. Note: ACI Report No. 212.3R provides guidance on the use of pigments.
- E. Maximum allowable breakage of product is 5%.

801-3.3 JOINT SAND

- Provide natural Joint Sand as follows: A.
 - 1. Washed, clean, non-plastic, free from deleterious or foreign matter, symmetrically shaped, natural or manufactured from crushed rock.
 - 2. Do not use limestone screenings, stone dust, or sand for the Joint Sand material that does not conform to conform to the grading requirements of ASTM C 33.
 - Utilize sands that are as hard as practically available where concrete pavers are 3. subject to vehicular traffic.
 - 4. Gradation as shown in Table 1 below:

TABLE 1 - JOINT SAND CDADATION DECLIDEMENTS FOR IOINT SAND

ASTM C 144		
Sieve Size	Natural Sand	Manufactured Sand
	Percent Passing	Percent Passing
No. 4 (4.75 mm)	100	100
No. 8 (2.36 mm)	95 to 100	95 to 100
No. 16 (1.18 mm)	70 to 100	70 to 100
No. 30 (0.600 mm)	40 to 75	40 to 75
No. 50 (0.300 mm)	10 to 30	20 to 40
No. 100 (0.150 mm)	2 to 15	10 to 25
No. 200 (0.075)	0 to 1	0 to 10

801-3.4 SETTING BED SAND

- Α. Provide Setting Bed Sand as follows:
 - Washed, clean, non-plastic, free from deleterious or foreign matter, symmetrically shaped, natural or manufactured from crushed rock.
 - Do not use limestone screenings, stone dust, or sand material that does not 2. conform to conform to the grading requirements of ASTM C 33.
 - 3. Do not use mason sand or sand conforming to ASTM C 144.
 - Utilize sands that are as hard as practically available where concrete pavers are 4. subject to vehicular traffic.

5. Conform to the grading requirements of ASTM C 33 with modifications as shown in Table 2 below:

TABLE 2 - SETTING BED SAND

GRADATION REQUIREMENTS FOR SETTING BED SAND

ASTM C 33	
Sieve Size	Percent Passing
3/8 in (9.5 mm)	100
No. 4 (4.75 mm)	95 to 100
No. 8 (2.36 mm)	85 to 100
No. 16 (1.18 mm)	50 to 85
No. 30 (0.600 mm)	25 to 60
No. 50 (0.300 mm)	10 to 30
No. 100 (0.150 mm)	2 to 10
No. 200 (0.075)	0 to 1

Note: Coarser sand than that specified in Table 1 above may be used for joint sand including C 33 material as shown in Table 2. Use material where the largest sieve size easily enters the smallest joints. For example, if the smallest paver joints are 2 mm wide, use sand 2 mm and smaller in particle size. If C 33 sand is used for joint sand, extra effort may be required in sweeping material and compacting the pavers in order to completely fill the joints.

801-3.5 BASE AGGREGATE

A. Provide Base Aggregate materials conforming to ASTM D 2940 and gradation requirements as presented in Table 3.

В.

TABLE 3 BASE AGGREGATE GRADATION REQUIREMENTS

ASTM D 2940	
Sieve Size	Percent Passing
2 in (50 mm)	100

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1-1/2 in (37.5 mm)	95 to 100
3/4 in (19 mm)	70 to 92
3/8 in (9.5 mm)	50 to 70
No. 4 (4.75 mm)	35 to 55
No. 30 (600 μm)	12 to 25
No. 200 (75 μm)	0 to 8*

^{*} In order to prevent damage by frost heaving, it may be necessary to limit the percentages of material passing the No. 200 sieve to less than shown in the tables.

801-3.6 SUBBASE

A. Provide Subbase Aggregate as designed per the structural engineer.

801-3.7 GEOTEXTILE

- A. Provide Geotextile material conforming to the following performance characteristics, measured per the test methods referenced:
 - 1. 4 oz., nonwoven needle punched geotextile composed of 100% polypropylene staple fibers that are inert to biological degradation and resists naturally encountered chemicals, alkalis, and acids.
 - 2. Grab Tensile Strength: ASTM D 4632: 115 lbs.
 - 3. Grab Tensile Elongation: ASTM D 4632: 50%
 - 4. Trapezoidal Tear: ASTM D4533: 50 lbs.
 - 5. Puncture: ASTM D4833: 65 lbs.
 - 6. Apparent Opening Size: ASTM D 4751: 0.212 mm, 70 U.S. Sieve
 - 7. Permittivity: ASTM D 4491: 2.0 sec -1
 - 8. Flow Rate: ASTM D 4491: 140 gal/min/s.f.
- B. As supplied by Unilock.
 - 1. Carthage Mills FX-40HS
 - 2. U.S. Fabrics US 115NW
 - 3. Mirafi 140N

801-3.8 EDGE RESTRAINTS

A. Concrete edge restraint as indicated on drawings.

801-3.9 ACCESSORIES

A. Compressible Foam Filler: Preformed strips complying with ASTM D 1056, Grade 2A1.

EXECUTION

801-4.1 EXAMINATION

- A. Coordinate conditions required by Work of this Section with requirements in Section where substrate is specified. Delete this article if aggregate setting-bed method is used.
- B. Examine surfaces indicated to receive unit paving, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance.
 - 1. Verify that subgrade preparation, compacted density and elevations conform to specified requirements.
 - 2. Verify that Geotextiles, if applicable, have been placed according to drawings and specifications.
 - 3. Verify that the Base and Subbase Aggregate materials, thickness, compacted density, surface tolerances and elevations conform to specified requirements.
 - 4. Provide written density test results for soil subgrade, Base and Subbase Aggregate materials to the Owner, General Contractor and paver installation subcontractor.
 - 5. Verify location, type, and elevations of edge restraints, concrete curbing, concrete collars around utility structures, and drainage inlets.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.
 - 1. Beginning of Bedding Sand and Concrete Paver installation signifies acceptance of Base and edge restraints.

801-4.2 PREPARATION

- A. Verify that the subgrade soil is free from standing water.
- B. Stockpile Setting Bed Sand, Joint Sand, Base and Subbase Aggregate materials such that they are free from standing water, uniformly graded, free of any organic material or sediment, debris, and ready for placement.
- C. Remove any excess thickness of soil applied over the excavated soil subgrade to trap sediment from adjacent construction activities before placing the Geotextile and Subbase Aggregate materials.
- D. Keep area where pavement is to be constructed free from sediment during entire job. Remove and replace all Geotextile, Joint Sand, Setting Bed Sand, Base and Subbase Aggregate materials contaminated with sediment with clean materials.
- E. Complete all subdrainage of underground services within the pavement area in conjunction with subgrade preparation and before the commencement of Base or Subbase Aggregate construction.
- F. Prevent to damage underdrain pipes, overflow pipes, observation wells, or inlets and other drainage appurtenances during installation. Report all damage immediately.

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- G. Compact soil subgrade uniformly to at least 95 percent of Standard Proctor Density per ASTM D 698 for pedestrian areas. Compact soil subgrade uniformly to at least 98 percent Modified Proctor per ASTM D 1557 for vehicular areas. Stabilization of the subgrade and/or base material may be necessary with weak or saturated subgrade soils.
- Backfill all service trenches within the pavement area to the sub- grade level with H. approved material placed in uniform lifts not exceeding 4 in. (100 mm) loose thickness. Compact each lift to at least 100 percent Standard Proctor Density as specified in ASTM D 698.
- Trim the subgrade to within 0 to ½ in. (0 to 13mm) of the specified grades. Do not deviate I. the surface of the prepared subgrade by more than 3/8 in. (10mm) from the bottom edge of a 39 in. (1m) straight edge laid in any direction.
- Proof-roll prepared subgrade according to requirements in Division 31 Section "Earth J. Moving" to identify soft pockets and areas of excess yielding. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting and replace with compacted backfill or fill as directed.
- Do not proceed with further pavement construction, under any circumstances, until the K. subgrade has been inspected by the Architect/Engineer.
 - Note: Base compaction of the subgrade soil on the recommendations of the Design Engineer. Request the Architect/Engineer to inspect subgrade preparations, elevations and conduct density tests for conformance to specifications.

Note: Mechanical tampers (jumping jacks) are recommended for compaction of soil subgrade and aggregate base around lamp standards, utility structures. building edges, curbs, tree wells and other protrusions. Compact areas, not accessible to roller compaction equipment, to the specified density with mechanical tampers. CAUTION - Proceed with care around the perimeters of excavations, buildings, curbs, etc. These areas are especially prone to consolidation and settlement. Do not place wedges of backfill in these areas. If possible particularly in these areas, proceed with backfilling and compacting in shallow lifts, parallel to the finished surface.

801-4.3 INSTALLATION

A. **EDGE RESTRAINTS**

- Provide concrete edge restraints as indicated.
 - Install job-built concrete edge restraints to comply with requirements in Division 3 Section "Cast-in-Place Concrete."
 - Provide concrete edge restraint along the perimeter of all paving as b. indicated. Install the face of the concrete edge restraint, where it abuts pavers vertical down to the subbase.

c. Construct concrete edge restraint to dimensions and level specified and support on a compacted subbase not less than 6 in (150 mm) thick.

B. GEOTEXTILES

- 1. Provide separation geotextile on bottom and sides of prepared soil subgrade. Secure in place to prevent wrinkling or folding from equipment tires and tracks.
- 2. Overlap ends and edges a minimum of 18 in. (450 mm) in the direction of drainage.

C. BASE AND SUBBASE AGGREGATE

- Provide the Subbase Aggregate in uniform lifts not exceeding 6 in., (150 mm) loose thickness and compact to at least 100 percent Standard Proctor Density as per ASTM D 698.
- 2. Compact the Subbase Aggregate material with at least two passes in the vibratory mode then at least two in the static mode with a minimum 10 ton vibratory roller until there is no visible movement. Do not crush aggregate with the roller.
- 3. Tolerance: Do not exceed the specified surface grade of the compacted Subbase Aggregate material more than ±3/4 in. (20 mm) over a 10 ft. (3 m) long straightedge laid in any direction.
- 4. Provide the Base Aggregate material in uniform lifts not exceeding 6 in. (150 mm) over the compacted Subbase Aggregate (or Subgrade) material and compact to at least 100 percent Standard Proctor Density as per ASTM D 698.
- 5. Compact the Base Aggregate material with at least two passes in the vibratory mode then at least two in the static mode with a minimum 10 ton vibratory roller until there is no visible movement. Do not crush aggregate with the roller.
- 6. Tolerance: Do not exceed the specified surface grade of the compacted Base Aggregate material more than ±3/8 in. (10 mm) over a 10 ft. (3 m) long straightedge laid in any direction.
- 7. Compact and grade the upper surface of the base sufficiently to prevent infiltration of the bedding sand into the base both during construction and throughout its service life. Blend segregated areas of the granular base by the application of crushed fines that have been watered and compacted into the surface.

D. SETTING BED SAND

- 1. Provide and spread Setting Bed Sand evenly over the Base Aggregate course and screed to a nominal thickness of 1 in. (25 mm).
 - a. Protect screeded Setting Bed Sand from being disturbed by either pedestrian or vehicular traffic.
 - b. Screed only the area which can be covered by pavers in one day.
 - c. Do not use Setting Bed Sand material to fill depressions greater in the base surface.
- 2. Keep moisture content constant and density loose and constant until Concrete Pavers are set and compacted.

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- 3. Screed the Setting Bed Sand using either an approved mechanical spreader (e.g.: an asphalt paver) or by the use of screed rails and boards.
- 4. Carefully maintain spread Setting Bed Sand in a loose condition, and protected against incidental compaction, both prior to and following screeding. Loosen any incidentally compacted sand or screeded sand left overnight before further paving units are placed.
- 5. Provide lightly screeded Setting Bed Sand in a loose condition to the predetermined depth, only slightly ahead of the paving units.
- 6. Fully protect screed Setting Bed Sand against incidental compaction, including compaction by rain. Remove any screeded Setting Bed Sand that is incidentally compacted prior to laying of the paving units.
- 7. Inspect the Setting Bed Sand course prior to commencing the placement of the Concrete Pavers. Acceptance of the Setting Bed Sand occurs with the initiation of Concrete Paver placement.

E. CONCRETE PAVERS

- 1. Replace Concrete Pavers with chips, cracks, voids, discolorations, and other defects that might be visible in finished work.
- 2. Mix Concrete Pavers from a minimum of three (3) bundles simultaneously drawing the paver vertically rather than horizontally, as they are placed, to produce uniform blend of colors and textures. (Color variation occurs with all concrete products. This phenomenon is influenced by a variety of factors, e.g. moisture content, curing conditions, different aggregates and, most commonly, from different production runs. By installing from a minimum of three (3) bundles simultaneously, variation in color is dispersed and blended throughout the project).
- 3. Exercise care in handling face mix concrete pavers to prevent surfaces from contacting backs or edges of other units.
- 4. Provide Concrete Pavers using laying pattern as indicated. Adjust laying pattern at pavement edges such that cutting of edge pavers is minimized. Cut all pavers exposed to vehicular tires no smaller than one-third of a whole paver.
- 5. Use string lines or chalk lines on Setting Bed Sand to hold all pattern lines true.
- 6. Set surface elevation of pavers 1/8 in. (3 mm) above adjacent drainage inlets, concrete collars or channels.
- 7. Place units hand tight against spacer bars. Adjust horizontal placement of laid pavers to align straight.
 - a. When installation is performed with mechanical equipment, use only unit pavers with spacer bars on sides of each unit.
- 8. Provide space between paver units of 1/32 in. (1 mm) wide to achieve straight bond lines.
- 9. Prevent joint (bond) lines from shifting more than ±1/2 in. (±13 mm) over 50 ft. (15 m) from string lines.
- 10. Fill gaps between units or at edges of the paved area that exceed 3/8 inch (10 mm) with pieces cut to fit from full-size unit pavers.
- 11. Cut Concrete Pavers with motor-driven masonry saw equipment to provide clean, sharp, unchipped edges. Cut units to provide pattern indicated and to fit adjoining work neatly. Use full units without cutting where possible. Hammer cutting is not acceptable.

- 12. Prevent all traffic on installed Concrete Pavers until Joint Sand has been vibrated into joints. Keep skid steer and forklift equipment off newly laid Concrete Pavers that have not received initial compaction and Joint Sand material.
- 13. Vibrate Concrete Pavers into leveling course with a low-amplitude plate vibrator capable of a to 5000-lbf (22-kN) compaction force at 80 to 90 Hz. Perform at least three passes across paving with vibrator. Vibrate under the following conditions:
 - a. After edge pavers are installed and there is a completed surface or before surface is exposed to rain.
 - b. Compact installed Concrete Pavers to within 6 feet (2 meters) of the laying face before ending each day's work. Cover Concrete Pavers that have not been compacted and leveling course on which pavers have not been placed, with nonstaining plastic sheets to prevent Setting Bed Sand from becoming disturbed.
- 14. Protect face mix Concrete Paver surface from scuffing during compaction by utilizing a urethane pad.
- 15. Remove any cracked or structurally damaged Concrete Pavers and replace with new units prior to installing Joint Sand material.

F. JOINT SAND

- 1. Provide, spread and sweep dry Joint Sand into joints immediately after vibrating pavers into Setting Bed Sand course until full. Vibrate pavers and add Joint Sand material until joints are completely filled, then remove excess material. This will require at least 4 passes with a plate compactor.
- 2. Leave all work to within 3 ft. (1 m) of the laying face fully compacted with sand filled joints at the completion of each day.
- 3. Remove excess Joint Sand broom clean from surface when installation is complete.

801-4.4 FIELD QUALITY CONTROL

- A. Verify final elevations for conformance to the drawings after sweeping the surface clean.
 - 1. Prevent final Concrete Paver finished grade elevations from deviating more than ±3/8 in. (±10 mm) under a 10 ft (3 m) straightedge or indicated slope, for finished surface of paving.
- B. Lippage: No greater than 1/32 in. (0.8 mm) difference in height between Concrete Pavers and adjacent paved surfaces.

801-4.5 REPAIRING, POINTING, AND CLEANING

A. Remove and replace unit pavers that are loose, chipped, broken, stained, or otherwise damaged or that do not match adjoining units. Provide new units to match adjoining units and install in same manner as original units, with same joint treatment and with no evidence of replacement.

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- B. Cleaning: Remove excess dirt, debris, stains, grit, etc. from exposed paver surfaces; wash and scrub clean.
 - 1. Clean Concrete Pavers in accordance with the manufacturer's written recommendations.

801-4.6 PROTECTION

A. Protect completed work from damage due to subsequent construction activity on the site.

BASIS OF PAYMENT

Payment will be made under:

ITEM AR801650 CONCRETE PAVERS – PER SQUARE FOOT

<u>ITEM AR801651 – BENCH</u>

DESCRIPTION

<u>801-1.1</u> This item includes all labor, equipment and materials needed to construct steel, prefabricated benches at the locations detailed and shown in the contract plans. The Contractor shall pour a concrete slab within a field of concrete pavers for purposes of anchoring the prefabricated steel benches. The Contractor shall receive final approval of all material products by the Resident Engineer and Owner prior to ordering the materials specified to complete this item.

GENERAL

801-2.1 SUMMARY

- A. Section Includes:
 - 1. Seating.

801-2.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and texture specified.
- C. Samples for Initial Selection: For units with factory-applied finishes.
- D. Samples for Verification: For each type of exposed finish, not less than 6-inch-long linear components and 4-inch-square sheet components.

E. Product Schedule: For site furnishings.

801-2.3 CLOSEOUT SUBMITTALS

A. Maintenance Data: For site furnishings to include in maintenance manuals.

PRODUCTS

801-3.1 SEATING

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Keystone Ridge Designs, Inc.; Midtown Bench or comparable product by one of the following:
 - 1. <u>Barco Products.</u>
 - 2. Belson Outdoors.
 - 3. DuMor Inc.
 - 4. Forms+Surfaces.
 - 5. Keystone Ridge Designs, Inc.
 - 6. <u>Landscape Forms</u>.
 - 7. UltraSite, a Playcore Company
- B. Frame: Two-coat powder coating steel, continuous weld seams.
- C. Seat and Back:
 - 1. Material:
 - a. Two-coat Powder coated steel.
 - 2. Seat Height: 17".
 - 3. Seat Surface Shape: Contoured.
 - 4. Overall Height: 3'-0"
 - 5. Overall Width: 6'-0".
 - 6. Overall Depth: 28 ½".
 - 7. Arms: Two, one at each end.
 - a. Arm Material: Match frame.
- D. HDPE Color: As indicated by manufacturer's designation.

801-3.2 MATERIALS

- A. Steel and Iron: Free of surface blemishes and complying with the following:
 - 1. Plates, Shapes, and Bars: ASTM A 36/A 36M.
 - 2. Steel Pipe: Standard-weight steel pipe complying with ASTM A 53/A 53M, or electric-resistance-welded pipe complying with ASTM A 135/A 135M.
 - 3. Tubing: Cold-formed steel tubing complying with ASTM A 500/A 500M.

- 4. Mechanical Tubing: Cold-rolled, electric-resistance-welded carbon or alloy steel tubing complying with ASTM A 513/A 513M, or steel tubing fabricated from steel complying with ASTM A 1011/A 1011M and complying with dimensional tolerances in ASTM A 500/A 500M; zinc coated internally and externally.
- 5. Sheet: Commercial steel sheet complying with ASTM A 1011/A 1011M.
- 6. Expanded Metal: Carbon-steel sheets, deburred after expansion, and complying with ASTM F 1267.
- 7. Malleable-Iron Castings: ASTM A 47/A 47M, grade as recommended by fabricator for type of use intended.
- 8. Gray-Iron Castings: ASTM A 48/A 48M, Class 30B.
- B. Anchors, Fasteners, Fittings, and Hardware: Manufacturer's standard, corrosion-resistant-coated or noncorrodible materials; commercial quality, tamperproof, vandal and theft resistant.
- C. Galvanizing: Where indicated for steel and iron components, provide the following protective zinc coating applied to components after fabrication:
 - 1. Zinc-Coated Tubing: External, zinc with organic overcoat, consisting of a minimum of 0.9 oz./sq. ft. of zinc after welding, a chromate conversion coating, and a clear, polymer film. Internal, same as external or consisting of 81 percent zinc pigmented coating, not less than 0.3 mil thick.
 - 2. Hot-Dip Galvanizing: According to ASTM A 123/A 123M, ASTM A 153/A 153M, or ASTM A 924/A 924M.

801-3.3 FABRICATION

- A. Metal Components: Form to required shapes and sizes with true, consistent curves, lines, and angles. Separate metals from dissimilar materials to prevent electrolytic action.
- B. Welded Connections: Weld connections continuously. Weld solid members with full-length, full-penetration welds and hollow members with full-circumference welds. At exposed connections, finish surfaces smooth and blended, so no roughness or unevenness shows after finishing and welded surface matches contours of adjoining surfaces.
- C. Pipes and Tubes: Form simple and compound curves by bending members in jigs to produce uniform curvature for each repetitive configuration required; maintain cylindrical cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of handrail and railing components.
- D. Preservative-Treated Wood Components: Complete fabrication of treated items before treatment if possible. If cut after treatment, apply field treatment complying with AWPA M4 to cut surfaces.
- E. Exposed Surfaces: Polished, sanded, or otherwise finished; all surfaces smooth, free of burrs, barbs, splinters, and sharpness; all edges and ends rolled, rounded, or capped.
- F. Factory Assembly: Factory assemble components to greatest extent possible to minimize field assembly. Clearly mark units for assembly in the field.

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801-3.4 GENERAL FINISH REQUIREMENTS

A. Appearance of Finished Work: Noticeable variations in same piece are unacceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

801-3.5 STEEL AND GALVANIZED-STEEL FINISHES

A. Powder-Coat Finish: Manufacturer's standard polyester, powder-coat finish complying with finish manufacturer's written instructions for surface preparation, including pretreatment, application, baking, and minimum dry film thickness.

EXECUTION

801-4.1 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for correct and level finished grade, mounting surfaces, installation tolerances, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

801-4.2 INSTALLATION

- A. Comply with manufacturer's written installation instructions unless more stringent requirements are indicated. Complete field assembly of site furnishings where required.
- B. Unless otherwise indicated, install site furnishings after landscaping and paving have been completed.
- C. Install site furnishings level, plumb, true, and positioned at locations indicated on Drawings.

BASIS OF PAYMENT

Payment will be made under:

ITEM AR754212 CONCRETE CURB TYPE B – PER LINEAL FOOT

ITEM AR801651 BENCH – PER EACH

ITEM AR801652 - FLAG POLE

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Contract No. CA020

DESCRIPTION

801-1.1 This item includes all labor, equipment and materials needed to install flag poles at the locations shown in the contract plans. The Contractor shall pour a concrete foundation for each flag pole as detailed in the plans within a field of concrete pavers. The Contractor shall receive final approval of all material products by the Resident Engineer and Owner prior to ordering the materials specified to complete this item.

GENERAL

801-2.1 SUMMARY

- A. Section includes plaza-mounted flagpoles made from aluminum.
- B. Owner-Furnished Material: Flags.

801-2.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, operating characteristics, fittings, accessories, and finishes for flagpoles.
- B. Shop Drawings: For flagpoles.
 - 1. Include plans, elevations, details, and attachments to other work. Show general arrangement, jointing, fittings, accessories, grounding, anchoring, and support.
 - 2. Include details of plaza-mounted connections and mountings.
- C. Samples for Verification: For each type of exposed finish, in manufacturer's standard sizes.

801-2.3 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For flagpoles to include in operation and maintenance manuals.

801-2.4 COORDINATION

A. Coordinate installation of anchorages for flagpoles. Furnish setting drawings, templates, and directions for installing anchorages that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

801-2.5 DELIVERY, STORAGE, AND HANDLING

A. Spiral wrap flagpoles with heavy paper and enclose in a hard fiber tube or other protective container.

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PRODUCTS

801-3.1 MANUFACTURERS

A. Source Limitations: Obtain flagpoles as complete units, including fittings, accessories, bases, and anchorage devices, from single source, from single manufacturer.

801-3.2 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer to design flagpole assemblies.
- B. Structural Performance: Flagpole assemblies, including anchorages and supports, shall withstand design loads indicated within limits and under conditions indicated.
 - 1. Wind Loads: Determine according to NAAMM FP 1001. Basic wind speed for Project location is 115 mph.
 - 2. Base flagpole design on nylon or cotton flags of maximum standard size suitable for use with flagpole or flag size indicated, whichever is more stringent.

801-3.3 ALUMINUM FLAGPOLES

- A. Aluminum Flagpoles: Cone-tapered flagpoles fabricated from seamless extruded tubing complying with ASTM B 241/B 241M, Alloy 6063, with a minimum wall thickness of 3/16 inch.
 - 1. <u>Manufacturers:</u> Subject to compliance with requirements, provide products by one of the following:
 - Acme/Lingo Flagpoles, LLC.
 - b. American Flagpole.
 - c. <u>Baartol Company</u>.
 - d. Concord Industries, Inc.
 - e. Eder Flag Manufacturing Company, Inc.
 - f. Ewing Flagpoles.
 - g. Morgan-Francis Flagpoles and Accessories.
 - h. Pole-Tech Company Inc.
 - i. U.S. Flag & Flagpole Supply, LP.
- B. Exposed Height: Two (2) poles at 25 feet and one (1) pole at 30 feet.
- C. Construct flagpoles in one piece if possible. If more than one piece is necessary, comply with the following:

calking.

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 Fabricate shop and field joints without using fasteners, screw collars, or lead
- 2. Provide flush hairline joints using self-aligning, snug-fitting, internal sleeves.
- D. Cast-Metal Shoe Base: Made from aluminum with same finish and color as flagpoles for sleeve-type mounting.
 - 1. Furnish steel lightning spike as indicated.

801-3.4 FITTINGS

- A. Finial Ball: Flush-seam ball, sized as indicated or, if not indicated, to match flagpole-butt diameter.
 - 1. 0.063-inch spun aluminum, finished to match flagpole.
- B. Internal Halyard, Winch System: Manually operated winch with control-stop device and removable handle, stainless-steel cable halyard, and concealed revolving truck assembly with plastic-coated counterweight and sling. Furnish flush access door secured with cylinder lock. Finish truck assembly to match flagpole.
 - 1. Halyard Flag Snaps: Stainless-steel swivel snap hooks with neoprene or vinyl covers. Furnish two per halyard.

801-3.5 MISCELLANEOUS MATERIALS

A. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107/C 1107M.

801-3.6 ALUMINUM FINISHES

A. Clear Anodic Finish: AAMA 611, AA-M12C22A41.

EXECUTION

801-4.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

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801-4.2 FLAGPOLE INSTALLATION

- A. General: Install flagpoles where indicated and according to Contract Documents, Shop Drawings and manufacturer's written instructions.
- B. Ground Sleeve Assembly.
- C. Mounting Brackets and Bases: Anchor brackets and bases securely to structural support with fasteners as indicated on Shop Drawings.

BASIS OF PAYMENT

Payment will be made under:

ITEM AR801652 FLAG POLE – PER EACH

ITEM AR801660 - REMOVE & REINSTALL SECURITY EQUIPMENT

DESCRIPTION

801-1.1 This item includes all labor, equipment and material needed to disconnect and remove the existing security equipment units from their existing poles at stations 43+20, 68.6' Lt., and 57+70, 106' Lt. Both units will be temporarily stored by the owner while the existing poles are removed and refurbished. This item also includes reinstalling and reconnecting each unit on their respective refurbished pole after the refurbished poles have been re-erected.

BASIS OF PAYMENT

Payment will be made under:

ITEM AR801660 REMOVE & REINSTALL SECURITY EQUIP. – PER EACH

ITEM 910 - ROADWAY & PARKING LOT SIGNING, AND LIGHTING DUCT

DESCRIPTION

<u>910-1.1</u> All construction activities performed in this section will be completed in accordance with all applicable sections of the Standard Specifications for Road and Bridge Construction, adopted April 1, 2016.

BASIS OF PAYMENT

Payment will be made under:

ITEM AR801669	DETECTABLE WEARING SURFACE – PER SQUARE YARD
ITEM AR901975	RELOCATE ROADWAY SIGN – PER EACH
ITEM AR910201	SIGN PANEL – PER SQUARE FOOT
ITEM AR910230	HANDICAP SIGN – PER EACH
ITEM AR910240	SIGN SUPPORT – PER EACH
ITEM AR910250	TELESCOPING SIGN SUPPORT – PER EACH
ITEM AR910915	REMOVE ROADWAY SIGN – PER EACH
ITEM AR910975	RELOCATE ROADWAY SIGN – PER EACH
ITEM AR950110	ROADWAY SIGN, STOP – PER EACH