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Letting January 17, 2025

Notice to Bidders, Specifications and Proposal

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



**Illinois Department
of Transportation**

Springfield, Illinois 62764

**Contract No. LE057
Lewis University Airport
Romeoville, Illinois
Will County
Illinois Project No. LOT-5151
SBG Project No. 3-17-SBGP-TBD**



NOTICE TO BIDDERS

1. **TIME AND PLACE OF OPENING BIDS.** Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 12:00 p.m. on January 17, 2025, at which time the bids will be publicly opened from the iCX SecureVault.

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

**Contract No. LE057
Lewis University Airport
Romeoville, Illinois
Will County
Illinois Project No. LOT-5151
SBG Project No. 3-17-SBGP-TBD**

Construct Training Activity Operations Apron

For engineering information, please contact Ronald Hudson, P.E. of Primera Engineers, Ltd. at 312.606.0910.

3. **INSTRUCTIONS TO BIDDERS.**

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

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

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

5. **PRE-BID CONFERENCE.** N/A

6. **DISADVANTAGED BUSINESS POLICY.** The DBE goal for this contract is 10.0%.

7. **SPECIFICATIONS AND DRAWINGS.** The work shall be done in accordance with the Standard Specifications for Construction of Airports (Adopted March 22, 2023), the Special Provisions dated November 22, 2024, and the Construction Plans dated November 22, 2024 as approved by the Illinois Department of Transportation, Division of Aeronautics.

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

a. Additive Alternates

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

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

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

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

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

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

b. Optional Alternates

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

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

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

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

The contract time for this contract is 55 calendar days.

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

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

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

By Order of the
Illinois Department of Transportation

Omer Osman,
Secretary

ILLINOIS DEPARTMENT OF TRANSPORTATION
DIVISION OF AERONAUTICS

REQUIRED CONTRACT PROVISIONS FOR STATE FUNDED AIRPORT CONSTRUCTION PROJECTS

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

DISADVANTAGED BUSINESS POLICY

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

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

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

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

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

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

SPECIAL PROVISION FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: January 2, 2025

1. OVERVIEW AND GENERAL OBLIGATION. The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR Part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified in accordance with the requirements of 49 CFR Part 26 and listed in the Illinois Unified Certification Program (IL UCP) DBE Directory. Award of the contract is conditioned on meeting the requirements of 49 CFR Part 26, and failure by the Contractor to carry out the requirements of Part 26 is a material breach of the contract and may result in the termination of the contract or such other remedies as the Department deems appropriate.
2. CONTRACTOR ASSURANCE. All assurances set forth in FHWA 1273 are hereby incorporated by reference and will be physically attached to the final contract and all subcontracts.
3. CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. The Department has determined the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies and that, in the absence of unlawful discrimination and in an arena of fair and open competition, DBE companies can be expected to perform 10.0% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work in accordance with the requirements of 49 CFR 26.53 and SBE Memorandum No. 24-02.
4. IDENTIFICATION OF CERTIFIED DBE. Information about certified DBE Contractors can be found in the Illinois UCP Directory. Bidders can obtain additional information and assistance with identifying DBE-certified companies at the Department's website or by contacting the Department's Bureau of Small Business Enterprises at (217) 785-4611.
5. BIDDING PROCEDURES. Compliance with this Special Provision and SBE Policy Memorandum 24-02 is a material bidding requirement. The following shall be included with the bid.

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

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

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

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

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

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

- 7. CALCULATING DBE PARTICIPATION. The Utilization Plan values represent work the bidder commits to have performed by the specified DBEs and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE firms. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR Part 26.55(c) on questions of commercially useful functions as it affects the work. Specific guidelines for counting goal credit are provided in 49 CFR Part 26.55. In evaluating Utilization Plans for award the Department will count goal credit as set forth in Part 26 and in accordance with SBE Policy Memorandum 24-02.

- 8. CONTRACT COMPLIANCE. The Contractor must utilize the specific DBEs listed to perform the work and supply the materials for which each DBE is listed in the Contractor’s approved Utilization Plan, unless the Contractor obtains the Department’s written consent to terminate the DBE or any portion of its work. The DBE Utilization Plan approved by SBE is a condition-of-award, and any deviation to that Utilization Plan, the work set forth therein to be performed by DBE firms, or the DBE firms specified to perform that work, must be approved, in writing, by the Department in accordance with federal regulatory requirements. Deviation from the DBE Utilization Plan condition-of-award without such written approval is a violation of the contract and may result in termination of the contract or such other remedy the Department deems appropriate. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan.

- (a) NOTICE OF DBE PERFORMANCE. The Contractor shall provide the Engineer with at least three days advance notice of when all DBE firms are expected to perform the work committed under the Contractor’s Utilization Plan.
- (b) SUBCONTRACT. If awarded the contract, the Contractor is required to enter into written subcontracts with all DBE firms indicated in the approved Utilization Plan and must provide copies of fully executed DBE subcontracts to the Department upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.
- (c) PAYMENT TO DBE FIRMS. The Department is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward either the contract goal or the Department’s overall goal until the amount to be applied toward the goal has been paid to the DBE. The Contractor shall document and report all payments for work performed by DBE certified firms in accordance with Article 109.11 of the Standard Specifications. All records of payment for work performed by DBE certified firms shall be made available to the Department upon request.
- (d) FINAL PAYMENT. After the performance of the final item of work or trucking, or delivery of material by a DBE and final payment to the DBE by the Contractor, but not later than 30 calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement (form SBE 2115) to the Engineer. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages.

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

SPECIAL PROVISION FOR WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012
Revised: January 2, 2025

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

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

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

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

SPECIAL PROVISION FOR SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: November 2, 2017
Revised: April 1, 2019

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

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

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

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

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

SPECIAL PROVISION FOR PAYMENTS TO SUBCONTRACTORS

Effective: November 2, 2017

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

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

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

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

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

SPECIAL PROVISION FOR SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE)
Effective: April 2, 2018

Subcontractor and Disadvantaged Business Enterprise Payment Reporting

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

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

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

SPECIAL PROVISION FOR ADDITIONAL STATE REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION CONTRACTS
Effective: February 1, 1969
Revised: January 1, 2017

EQUAL EMPLOYMENT OPPORTUNITY

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

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

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service.

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

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

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

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

SPECIAL PROVISION FOR SUBMISSION OF PAYROLL RECORDS (BDE)

Effective: April 1, 2021

Revised: November 2, 2023

STATEMENTS AND PAYROLLS

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

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

SPECIAL PROVISION FOR NPDES CERTIFICATION

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

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

The Airport Owner or its Agent will:

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

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

SPECIAL PROVISION FOR COMPLETION TIME VIA CALENDAR DAYS

It being understood and agreed that the completion within the time limit is an essential part of the contract, the bidder agrees to complete the work within 55 calendar days, unless additional time is granted by the Engineer in accordance with the provisions of the specifications. In case of failure to complete the work on or before the time named herein, or within such extra time as may have been allowed by extensions, the bidder agrees that the Department of Transportation shall withhold from such sum as may be due him/her under the terms of this contract, the costs, as set forth in Section 80-09 Failure to Complete on Time of the Standard Specifications, which costs shall be considered and treated not as a penalty but as damages due to the State from the bidder by reason of the failure of the bidder to complete the work within the time specified in the contract.

ILLINOIS WORKS APPRENTICESHIP INITIATIVE – STATE FUNDED CONTRACTS (BDE)

Effective: June 2, 2021

Revised: April 2, 2024

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

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

SPECIAL PROVISION FOR SUBMISSION OF BIDDERS LIST INFORMATION (BDE)

Effective: January 2, 2025

In accordance with 49 CFR 26.11(c) all bidders for federally assisted contracts shall submit bidders list information with their bid or initial response to a procurement solicitation. Submission of the bidders list information is a material bidding requirement, and failure to comply with this requirement may render the bid non-responsive.

The bidders list information shall be provided for each firm from whom the bidder receives any bid as a subcontractor. This requirement is not limited to DBE subcontractor bids but applies to all DBE and non-DBE firms from whom the bidder has received a quote or bid to work as a subcontractor, whether or not the bidder has relied upon that bid in placing its bid as the prime contractor. The bidders list information shall contain the following.

- (a) Firm name;
- (b) Firm address including ZIP code;
- (c) Firm's status as a DBE or non-DBE;
- (d) Race and gender information for the firm's majority owner;
- (e) NAICS code applicable to each scope of work the firm sought to perform in its bid;
- (f) Age of the firm; and
- (g) The annual gross receipts of the firm (this may be provided by indicating whether the firm's annual gross receipts are less than \$1 million; \$1-3 million; \$3-6 million; \$6-10 million; etc.).

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

State of Illinois
Department of Transportation

SPECIAL PROVISION
FOR
SECTION 80 PROSECUTION AND PROGRESS

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

80-09 Failure to complete on time.

ADD:

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

State of Illinois
Department of Transportation

SPECIAL PROVISION
FOR
SECTION 90 MEASUREMENT AND PAYMENT

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

90-07 Partial payments.

DELETE: The entire section.

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

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

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

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

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

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

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

90-09 Trust agreement option.

DELETE: The entire section.

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

A1 ACCESS TO RECORDS AND REPORTS

A1.1 CONTRACT CLAUSE

ACCESS TO RECORDS AND REPORTS

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

A2 AFFIRMATIVE ACTION REQUIREMENTS

A2.1 SOLICITATION CLAUSE

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

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

Timetables

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

AREA COVERED (STATEWIDE)

Goals for Women apply nationwide.

	GOAL
	Goal (percent)
Female Utilization.....	6.9

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

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

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

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

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

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

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

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

A3 BREACH OF CONTRACT TERMS

A3.1 CONTRACT CLAUSE

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

BREACH OF CONTRACT TERMS

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

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

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

A4 BUY AMERICAN PREFERENCE

A4.1 SOLICITATION CLAUSES

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

FAA BUY AMERICAN PREFERENCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Required Documentation

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

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire

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

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

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

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

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

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

Date

Signature

Company Name

Title

A5 CIVIL RIGHTS - GENERAL

A5.1 CONTRACT CLAUSES

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

GENERAL CIVIL RIGHTS PROVISIONS

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

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

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

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

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

A6.1 CONTRACT CLAUSE

A6.1.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

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

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

A6.1.3 Nondiscrimination Requirements/Title VI Clauses for Compliance

Compliance with Nondiscrimination Requirements:

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

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

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

A7 CLEAN AIR AND WATER POLLUTION CONTROL

A7.1 CONTRACT CLAUSE

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

CLEAN AIR AND WATER POLLUTION CONTROL

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

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

A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

A8.1 CONTRACT CLAUSE

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

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

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

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

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

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

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

A9 COPELAND "ANTI-KICKBACK" ACT

A9.1 CONTRACT CLAUSE

COPELAND "ANTI-KICKBACK" ACT

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

A10 DAVIS-BACON REQUIREMENTS

A10.1 CONTRACT CLAUSE

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

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

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

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

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

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

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

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

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

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

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

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

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

3. Payrolls and Basic Records.

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

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

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

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

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

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

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

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

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

4. Apprentices and Trainees.

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

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

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

5. Compliance with Copeland Act Requirements.

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

6. Subcontracts.

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

7. Contract Termination: Debarment.

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

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

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

9. Disputes Concerning Labor Standards.

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

10. Certification of Eligibility.

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

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

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

A11 DEBARMENT AND SUSPENSION

A11.1 CERTIFICATION CLAUSES

A11.1.1 Bidder or Offeror Certification

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

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

A11.1.2 Lower Tier Contract Certification

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

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

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

A12 DISADVANTAGED BUSINESS ENTERPRISE

A12.1 REQUIRED PROVISIONS

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

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

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

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

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

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

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

DISADVANTAGED BUSINESS ENTERPRISES

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

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

A13 DISTRACTED DRIVING

A13.1 CONTRACT CLAUSE

TEXTING WHEN DRIVING

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

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

A14 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

A14.1 CONTRACT CLAUSE

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

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

A15 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

A15.1 MANDATORY CONTRACT CLAUSE

A15.1.1 EEO Contract Clause

EQUAL OPPORTUNITY CLAUSE

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

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

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

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

A 15.1.2 EEO Specification

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A16 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

A16.1 SOLICITATION CLAUSE

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

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

A17 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

A17.1 CERTIFICATION CLAUSE

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

CERTIFICATION REGARDING LOBBYING

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

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

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

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

A18 PROHIBITION of SEGREGATED FACILITIES

A18.1 CONTRACT CLAUSE

PROHIBITION of SEGREGATED FACILITIES

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

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

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

A19 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A19.1 CONTRACT CLAUSE

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

A20 PROCUREMENT OF RECOVERED MATERIALS

A20.1 CONTRACT CLAUSE

PROCUREMENT OF RECOVERED MATERIALS

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

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

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

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

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

A21 RIGHT TO INVENTIONS

A21.1 CONTRACT CLAUSE

RIGHTS TO INVENTIONS

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

A22 SEISMIC SAFETY

A22.1 CONTRACT CLAUSE

A22.1.1 Construction Contracts

SEISMIC SAFETY

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

A23 TAX DELINQUENCY AND FELONY CONVICTIONS

A23.1 CERTIFICATION CLAUSE

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

Certifications

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

Note

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

Term Definitions

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

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

A24 TERMINATION OF CONTRACT

A24.1 CONTRACT CLAUSE

A24.1.1 Termination for Convenience

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

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

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

Owner agrees to pay Contractor for:

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

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

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

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

A24.1.2 Termination for Default

TERMINATION FOR CAUSE (CONSTRUCTION)

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

A25 TRADE RESTRICTION CERTIFICATION

A25.1 SOLICITATION CLAUSE

TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

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

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

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

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

A26 VETERAN'S PREFERENCE

A26.1 CONTRACT CLAUSE

VETERAN'S PREFERENCE

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

A27 DOMESTIC PREFERENCES FOR PROCUREMENTS

A27.1 CERTIFICATION CLAUSE

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

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

SECTION III

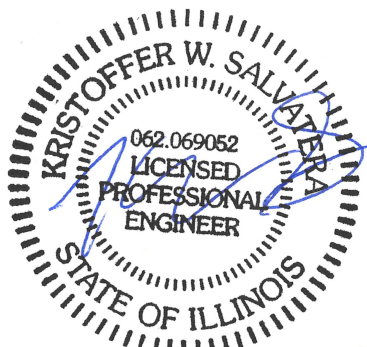
SPECIAL PROVISIONS

LEWIS UNIVERSITY AIRPORT (LOT)
ROMEDEVILLE, WILL COUNTY, ILLINOIS

CONSTRUCT TRAINING ACTIVITY OPERATIONS APRON

ILLINOIS PROJECT NO. LOT-5151
SBG PROJECT NO. 3-17-SBGP-TBD
CONTRACT NO. LE057

100% SUBMITTAL
NOVEMBER 22, 2024



Expires 11/30/25



Primera Engineers, Ltd.
550 West Jackson Boulevard, Suite 600
Chicago, Illinois 60661
312.606.0910

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SPECIAL NOTICE

Please note this important reminder regarding the following section of the Proposal document: APPENDIX A – FEDERAL AVIATION ADMINISTRATION (FAA) REQUIRED CONTRACT PROVISIONS, A4 BUY AMERICAN PREFERENCE, A4.1 SOLICITATION CLAUSES, A4.1.2 Illinois Department of Transportation, Division of Aeronautics Requirements.

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

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

The “Certification of Compliance with FAA Buy American Preference – Construction Projects” form has been included with this Addendum for your convenience.

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GENERAL

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

CONSTRUCT TRAINING ACTIVITY OPERATIONS APRON

This Project is to Construct a Training Activity Operations Apron of PCC composition with HMA transition pavements at LEWIS UNIVERSITY AIRPORT including, among other work, the following items:

- Placement of temporary soil erosion control measures.
- Provide of traffic maintenance for vehicular roadway and aircraft pavements.
- Provide grading of earth cuts/fills for new apron and proposed site.
- Construct new Portland cement concrete pavement apron.
- Construct new bituminous pavement transitions to existing HMA pavements.
- Install drainage improvements, including slotted trench drains, reinforced concrete pipe, flared end sections, manholes, and inlets.
- Install oil containment sump system, including manholes and inlets, PVC piping and end sections.
- Install apron light poles and electrical cables/connections.
- Topsoil, seed, and install erosion control blanket of disturbed areas.

GOVERNING SPECIFICATIONS AND RULES AND REGULATIONS

The Illinois Standard Specifications for Construction of Airports, State of Illinois Department of Transportation, Division of Aeronautics, adopted March 22, 2023, as revised (Standard Specifications), shall govern the Project except as otherwise revised or noted in these Special Provisions dated November 22, 2024. All references to IDOT Specifications refer to Standard Specifications for Road and Bridge Construction (SSRBC), Illinois Department of Transportation, adopted January 1, 2022, as revised. Resolution of conflicts with any part or parts of said Specifications shall be in accordance with Section 50-03 of the Standard Specifications.

ILLINOIS DEPARTMENT OF TRANSPORTATION, DIVISION OF AERONAUTICS

MANUALS, POLICY MEMORANDUMS, AND TEMPLATES

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

It is the Bidder's and Contractor's responsibility to review and incorporate into their bid and work, the requirements contained in these Manuals, Policy Memorandums, and Templates. Copies of each manual, policy memorandum and template can be found on the Illinois Department of Transportation website at: <https://idot.illinois.gov/doing-business/procurements/construction-services/contractor-resources/aeronautics/construction-and-materials.html>.

Manuals

<u>Title</u>	<u>Modified by Special Provisions</u>
Airport Construction Documentation Manual	No
Manual for Documentation of Airport Materials	No

Policy Memorandums

<u>No.</u>	<u>Title</u>	
87-2	Density Acceptance of Bituminous Pavements	No
87-3	Mix Design, Test Batch, Quality Control, and Acceptance Testing of PCC Pavement Mixture	No
87-4	Determination of Bulk Specific Gravity (d) of Compacted Bituminous Mixes	No
90-1	Resampling and Retesting of PCC Pavement	No
96-1A	Item 610, Structural Portland Cement Concrete, Job Mix Formula Approval and Production Testing	No
96-3	Requirements for Quality Assurance on Projects with Bituminous Concrete Paving	No
97-2	Pavement Marking Paint Acceptance	No
07-21	Acceptance Procedure for Finely Divided Minerals Used in Portland Cement Concrete and Other Applications	No
2001-1	Requirements for Cold Weather Concreting	No

	<i><u>Modified by Special Provisions</u></i>
2003-1 Requirements for Laboratory, Testing, QC, and Paving of Superpave HMA Mixtures	No
22-1 Cement Types	No
22-2 Obtaining Approved Aggregates HMA Comparison Samples	No

PART 1

GENERAL CONTRACT PROVISIONS

SECTION 10

DEFINITION OF TERMS

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

SECTION 20

PROPOSAL OF TERMS

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

SECTION 30

ADVERTISEMENT, BIDDING, AWARD, AND CONTRACT EXECUTION

The Work shall be provided in accordance with Section 30 of the Standard Specifications.

SECTION 40

SCOPE OF WORK

Revise Section 40 of the Standard Specifications as follows:

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

Prior to the issuance of a construction Notice-to-Proceed (NTP) by the Illinois Division of Aeronautics, the Contractor shall prepare and submit a Safety Plan Compliance Document (SPCD) in accordance with FAA Advisory Circular 150/5370-2 (current issue), paragraph 204b, or equivalent section in subsequent/current issue. The SPCD shall be reviewed and approved by the Airport Manager, who will then submit the document to the Illinois Division of Aeronautics for their approval prior to Notice to Proceed.

Construction of the project shall be performed in accordance with the guidelines specified in FAA Advisory Circular 150/5320-2 (current issue) and the Airport Rules and Regulations (as published on Lewis University Airport's website at <http://www.flylot.com> under JRPD Ordinances and Minutes (except fees for vehicle driving permits shall not be paid)). Any Contractor activities required for Project safety shall be incidental to the Contract.

"To minimize disruptions to Airport operations, construction operations must be controlled throughout the Project's duration, and work must be completed expeditiously. A Construction Safety and Phasing Plan detailing the sequencing of the Contractor's Work throughout the Project is included in the Plans. The Contractor shall provide his written acceptance of the Project Construction Safety and Phasing Plan at the Pre-construction Conference. All changes to the Construction Safety and Phasing Plan that may be requested by the Contractor must be approved by the Project Engineer and the Airport Owner. It shall be the Contractor's responsibility to provide sufficient advance notice of any proposed phasing change to permit consideration and approval by the Project Engineer and the Airport Owner. The Contractor shall not be entitled to any extra compensation nor extension to the Contract time because of a phasing change request nor for any time necessary in receiving the required approvals. The Contractor shall expedite work at those stages where active runways, taxiways, hangar access, aprons, roadways, or parking lots must be closed, to minimize the length of time that Airport operations are restricted.

The Contractor shall expedite work at those stages where active runways, taxiways, hangar access, aprons, roadways, or parking lots must be closed, to minimize the length of time that Airport operations are restricted.

At the Pre-construction Conference, the Contractor shall provide a "Contractor Coordination Plan" that coordinates his work with the work of his subcontractors and the work of other contractors of other on-going Airport projects.

"The Contractor shall erect and maintain, at no cost to the Contract, directional and informational signs for the Contractor's access routes at the existing construction entrances and for the Contractor's route within the Airport operations area, as noted on the plans or as directed by the Resident Engineer. Where contractor equipment is operating within active aircraft operations areas, radio-equipped flaggers shall be furnished by the Contractor. Continuous pavement sweeping shall be furnished to remove debris from active aircraft movement paths. The cost of traffic control/flaggers and pavement sweeping shall be incidental to the Contract.

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

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

Work along George J. Michas Drive, Don Walden Road, Airport Road, parking lots, and aircraft aprons shall require the use of appropriate vehicular traffic control. Traffic control shall be furnished in accordance with IDOT Specifications (Highway Standards). The Contractor shall furnish, place, maintain, relocate, and remove traffic control devices, and flaggers and other safety personnel, as required by these Standards as shown and detailed in the Construction Plans, or as directed by the Resident Engineer. The cost of this work shall be included in Item AR150530, Traffic Maintenance.

"The Contractor shall remain within the Construction Limits Line shown in the Plans. When construction operations must be conducted within these separations, the pavement must be closed to aircraft activity by the Contractor by providing temporary barricades as shown in the Plans, and in the case of helistop pavements, closed runway markers.

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

"Open trenches, excavations and stockpiled material at the construction site shall be delineated with the use of barricades during hours of restricted visibility and/or darkness.

No open trenches shall be allowed within the project site and along any public road Right of Way. No vertical drop of greater than 3-inches in height from pavement edge to earth grade or earth grade to earth grade. The Contractor will have steel plates on-site to allow for the rapid covering of trenches or earth drops in the event of unexpected work stoppages for weather or airport emergencies. For larger excavated areas such as the Helistop pavements, proper barricades shall be placed to avoid any vehicles from entering the site.

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

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

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

"The Contractor is to provide an equipment storage and parking area at the location(s) shown in the Plans. It is the Contractor's responsibility to maintain the storage area(s) during construction and to restore the areas at project completion to conditions suitable to the Airport Owner and the Resident Engineer. At the Airport Owner's discretion, the temporary facilities may remain, but they must be left in conditions suitable to the Airport Owner. The cost of providing, maintaining, and restoring the temporary facilities is incidental to the Contract.

"At no time shall the contractor operate or park equipment to obstruct active Part 77 Airport Imaginary Surfaces. Contractor's equipment shall extend no higher than 25 feet, except at crane locations shown in the Construction Plans where 50-foot-high equipment may be used. Cranes shall not be used during instrument weather conditions or at night. Cranes shall be lowered when not in use.

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

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

"All work shall be completed in accordance with the approved Project Safety Plan, issued by the Illinois Division of Aeronautics. Failure to use these prescribed procedures or adhere to the safety requirements will result in the suspension of work."

SECTION 50

CONTROL OF WORK

Revise Section 50 of the Standard Specifications as follows:

50-06 CONSTRUCTION LAYOUT STAKES. Add the following to RESPONSIBILITY OF THE CONTRACTOR

"These grades shall be furnished by the Contractor to the Project Engineer and shall include: the final grade established under Item 152; the final lift of aggregate base course furnished under Item 154 and Item 209; and the final grade elevations for bituminous (item 401) and PCC pavements (item 501); final rim and invert elevations for new drainage structures made under Items 751 and 752, and which are to be furnished prior to final grading, and; final grade and invert elevations for Item 800 oil containment sump.

Surveying shall also be furnished by the Contractor after any constructed surface for which deviations from Plan grade elevations and/or slopes that are greater than those allowed in the Standard Specifications, or these Special Provisions, are identified by the Resident Engineer."

50-10 LOAD RESTRICTIONS. Add the following:

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

"The Contractor shall acquaint himself with the load restrictions of all local streets, roadways and highways intended for use as access/haul roads.

The Contractor shall erect and maintain directional and informational signs for the Contractor's access routes at the existing construction entrance and for the Contractor's route within the Airport and Airport Operations Area, as noted in the Plans or as directed by the Resident Engineer, whose cost shall be paid under Item AR150520, Mobilization."

SECTION 60

CONTROL OF MATERIALS

Revise Section 60 of the Standard Specifications as follows:

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

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

SECTION 70

LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

Revise Section 70 of the Standard Specifications as follows:

70-09 CONSTRUCTION SAFETY AND PHASING PLAN (CSPP). Add the following:

"The Contractor shall also meet the requirements of the Standard Specifications, Paragraph 40-5, and Special Provisions, Item 150530, Traffic Maintenance."

SECTION 80

PROSECUTION AND PROGRESS

Revise Section 80 of the Standard Specifications as follows:

80-04 LIMITATIONS OF OPERATIONS. Add the following:

“The Contractor shall also meet the requirements of the Standard Specifications, Paragraph 40-5, and Special Provisions, Item 150530, Traffic Maintenance.”

SECTION 90

MEASUREMENT AND PAYMENT

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

PART 2

GENERAL CONSTRUCTION ITEMS

ITEM 102

TEMPORARY AIR AND WATER POLLUTION, EROSION CONTROL, AND SILTATION CONTROL

MATERIALS

- 102-2.1 GRASS. Replace this Paragraph with the following:
"Temporary Grass or Temporary Seed shall be used if temporary erosion control shall be needed if the project is suspended for long duration not liable by the Contractor. Temporary seed shall be annual ryegrass, applied at a rate of 100 pounds per acre."
- 102-2.5 SILT FENCE. Add the following:
"This fence shall be of either a pre-fabricated type or shall be constructed in the field, and regardless of the fabrication method, shall be of materials meeting the dimensions and material requirements shown in the Plans. NOTE: The silt fence shall include woven wire fabric backing, as shown in the Plans."
- 102-2.8 TEMPORARY DITCH CHECKS. Add the following:
"Temporary ditch checks shall be staked to the ground to avoid debris flying onto active aircraft pavements."
- 102-2.9 INLET AND PIPE PROTECTION. Add the following:
"Erosion control protection shall be provided for at drainage manholes/inlets at the locations shown in the Plans and as detailed in the Plans. The complete inlet fabric and fabric insert assembly shall be furnished, installed, and maintained as shown in the Plans, and shall be IPP Flexstorm by Inlet & Pipe Protection, FLEXSTORM CATCH-IT by Advanced Drainage Systems, FloGard Temporary Inlet Filter by Oldcastle, or approved equivalent. The Contractor shall determine the required assembly size to be used at each location based upon manufacturer recommendations. The manufacturer shall furnish a certification with each assembly stating the number of assemblies furnished and that the material complies with the requirements of this Special Provision and all Contract requirements for materials, including the Buy American Preferences Act (49 U.S.C. § 50101). The used inlet protection assembly shall be disposed of off-site at a lawful disposal site when instructed by the Resident Engineer."
- 102-2.5 RIPRAP. Add the following:
"Riprap shall meet the requirements for Quality A with a gradation of RR3."

CONSTRUCTION REQUIREMENTS

102-3.5 RIPRAP. Revise the first paragraph to:

“Riprap shall be constructed to the layout and depth as shown in the plans. Riprap shall be installed as a permanent condition and shall remain after the project completion.”

102-3.7 TEMPORARY EROSION CONTROL

B. Inlet and pipe protection. Add the following:

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

C. Temporary erosion control seeding. Revise this Section:

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

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

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

METHOD OF MEASUREMENT

102.4.1 Revise this Section.

“Temporary seeding and mulching shall not be measured for payment but shall be incidental to the contract.”

102.4.5 Revise this Section.

“Silt fence installed at inlet protections shall not be measured separately for payment but shall be incidental to the cost of Inlet Protection, Each.”

102.4.7 Revise this Section.

"The quantity of temporary ditch shall be measured under the number of units placed as Each."

102.4.10 Revise this Section.

"The quantity of filter fabric required for erosion control measures shall not be measured for payment but shall be incidental to the Contract.

BASIS OF PAYMENT

102-5.1 Add the following:

"Items measured for payment under Section 102.4 shall be full compensation for furnishing all materials for preparation and installation of these materials including excavation, placement, tie-down stakes, staples, maintenance and removal for all labor, equipment, tools, and incidentals necessary to complete these items.

Any erosion control measured required by the Contractor within his staging or storage areas shall not be measured for payment and shall be incidental to the contract.

"Payment will be made under:

Item AR156510	Silt Fence – per linear foot
Item AR156511	Ditch Check - per each.
Item AR156520	Inlet Protection - per each."

ITEM 105

MOBILIZATION

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

BASIS OF PAYMENT

Add:

105.3.1 Add:

"Payment will be made under:

"Item AR150520 Mobilization - per lump sum."

ITEM 150

RESIDENT ENGINEER FIELD OFFICE

Revise Item 150 of the Standard Specifications as follows:

CONSTRUCTION METHODS

150-2.1 Add the following to the first Paragraph:

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

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

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

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

"M. Available for the exclusive use of the Resident Engineer, an Internet service connection using cable broadband (Comcast and ATT are on-site), or high-speed wireless (5G U/W minimum speed) technology. Additionally, an 802.11g/n wireless router shall be provided, which will allow connection by the Resident Engineer and up to two (2) engineer staff."

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

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

"O. *Not Used*"

"P. One (1) 800-watt, 0.8 cubic foot microwave oven."

"Q. Two (2) 28-quart wastebaskets with 8-gallon trash bags."

"R. One (1) first aid cabinet - fully equipped."

Add:

150-2.2 ALTERNATE METHOD FOR FURNISHING ENGINEER'S FIELD OFFICE

In lieu of furnishing a mobile or temporary facility meeting the space requirements for the Engineer's Field Office, the Contractor may at his option plan with the Airport Owner for the use of an Airport Office and adjacent toilet as the method for furnishing the office and toilet space/area needs prescribed in Paragraph 150-2.1. This space is available for rent, paid directly to the Airport Owner, at the rent of \$850.00 per month (for each whole month or any portion of a month {not pro-rated} occurring within the Contract calendar days awarded). Rent shall be paid for any month or portion of month that the construction work is suspended, and substantial completion has not been made. Even though the Contractor may elect to use the available Airport office space, the Contractor shall still be required to provide all the furnishings and equipment listed in Items a. through m. (except Item i.) of Paragraph 150-2.1.

BASIS OF PAYMENT

150-3.1 Revise this Section to read:

"The building fully equipped as specified herein will be paid for at the Contract unit price per lump sum for Engineer's Field Office. This price shall include all utility costs and shall reflect the salvage value of the building, equipment, and furniture, which become the property of the Contractor after release by the Resident Engineer. All telephone calls within Area Code 815 and to Area Codes 217, 224, 312, 331, 630, 708, 773, 779, 815 and 847 shall be included in the cost of the Engineer's Field Office. The Resident Engineer shall reimburse the Contractor for all long-distance calls outside of these area codes.

"Payment will be made under:

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

ITEM 150530

TRAFFIC MAINTENANCE

DESCRIPTION

150530-1.1 DESCRIPTION. This work shall consist of the furnishing, installation, maintenance, relocation, and removal of work zone traffic control and protection, and will be in accordance with the Plans, Plan details, and the guidelines specified in FAA Advisory Circular 150/5320-2 (current issue). The item shall also include the provision of sweepers for pavement cleaning, and flaggers and radio equipment for traffic control, as shown in the Construction Safety and Phasing Plan and as specified in the Special Provisions.

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

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

The Contractor will notify the Engineer in writing seven (7) days prior to any activities that will disrupt runway, taxiway and/or apron traffic, or impact vehicle roadways or auto parking facilities.

MATERIALS

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

- FAA Advisory Circular 150/5320-2 (current issue), Operational Safety on Airports During Construction.
- Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2022 (SSRBC).
- Illinois Department of Transportation Supplemental Specifications and Recurring Special Provisions, adopted January 1, 2025.

CONSTRUCTION METHODS

150530-3.1 GENERAL. All work zone traffic control and protection shall be according to the Construction Plans, and the Plan details, and FAA Advisory Circular 150/5320-2 (current issue), Operational Safety on Airports During Construction.

The traffic control shown on the Construction Plans represents the minimum required combination of traffic control devices needed for a particular construction operation. Conditions created by the Contractor's operation which are not covered by the Construction

Plans shall be delineated by devices as directed by the Engineer at no additional cost to the Project.

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

The traffic control should remain in place only as long as needed and shall be removed when directed by the Engineer. All existing pavement markings to be temporarily removed in accordance with FAA Advisory Circular 150/5320-2 (current issue), Operational Safety on Airports During Construction.

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

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

METHOD OF MEASUREMENT

150530-4.1 Traffic control and protection required under Traffic Maintenance will be paid by the unit measurement of lump sum under Traffic Maintenance.

BASIS OF PAYMENT

150530-5.1 This work shall be included in bid unit price under item:

AR150530 Traffic Maintenance – per lump sum.

ITEM 150540

HAUL ROUTE

DESCRIPTION

150540-1.1 This item shall consist of furnishing and maintaining in good condition a haul route for heavy equipment at the locations and in accordance with the details shown in the Plans. This item shall also include the Contractor's construction and restoration of any additional equipment paths within the Construction Limits determined by the Contractor to be necessary to complete the Project.

This item shall also include directional and informational signs directing the routes to be used by Contractor's, subcontractors, and suppliers for this Project.

MATERIALS

150540-2.1 MATERIALS. Materials used in completing this item shall meet the individual requirements of the Standard Specifications and Special Provisions. Materials include:

- a. Excavation and Embankment Item 152 (as modified in these Special Provisions).
- b. Filter Fabric as Specified Below.
- c. Fractured Stone as Specified Below.
- d. Corrugated Metal or PVC Pipe IDOT Specifications (SSRBC).
- e. Construction Vehicle Traffic Control Signs IDOT Standards.

CONSTRUCTION METHODS

150540-3.1 METHODS. This item shall be completed in the following manner:

- a. Excavation. The existing grade shall be excavated to the widths and depths detailed in the Plans. This excavation shall not be measured, and separate payment shall not be made.
- b. Filter Fabric. Fabric shall meet the requirements for separation fabric, described in Item 156513 of the Standard Specifications, except the material shall not be measured and separate payment shall not be made.
- c. Fractured Stone. Stone shall be recycled bituminous millings, 1.5-inch size broken concrete, IDOT CA-6 or CA-7 crushed aggregate or other similar aggregate, shall be from an IDOT-approved aggregate source, and be acceptable to the Resident Engineer, except the material shall not be measured and separate payment shall not be made. If recycled bituminous millings are used, they must be removed full-depth at the end of the Project.

- d. Corrugated Metal or PVC Pipe. Pipe (12-inch minimum diameter) shall meet the requirements of IDOT Specifications (SSRBC), except the material shall not be measured and separate payment shall not be made.
- e. Construction Traffic Control Signs. Signs shall be furnished and installed in accordance with the requirements of the applicable IDOT Standards for Traffic Control and Maintenance. The signs shall be visible whenever the Contractor, subcontractor or supplier is at the Project site. Legends for the signs shall be approved by the Resident Engineer prior to their use. These signs shall not be measured for payment but shall be included in the Contract unit price for the haul route.

150540-3.2 MAINTENANCE AND REMOVAL AT PROJECT END. The Contractor shall provide for the periodic inspection and maintenance of the route, and any additional paths used within the Construction Limits, throughout the Project duration, and at each rain event. At the discretion of the Resident Engineer, the haul route may remain at Project completion but restored to and left in a condition satisfactory to the Resident Engineer. If directed to remove the haul route at Project completion, the Contractor shall restore the area to its original condition, including the topsoiling and seeding of disturbed areas, and whose cost shall be included in the Contract unit price for Haul Route. If recycled bituminous millings are used, they must be removed full-depth in all cases at the end of the Project. Further, all additional paths used/constructed within the Construction Limits shall be removed and restored to the satisfaction of the Resident Engineer.

METHOD OF MEASUREMENT

150540-4.1 The quantity to be paid for Haul Route (including additional construction paths used by the Contractor) shall be measured as a lump sum and shall include all work specified herein and completed as detailed in the Plans and accepted as complete by the Resident Engineer. No material or work will be separately measured for payment.

BASIS OF PAYMENT

150540-5.1 Payment will be made at the Contract unit price per lump sum for Haul Route (including additional construction paths used by the Contractor), which shall be full compensation for all labor, materials, equipment, tools, and incidentals necessary to complete the item specified and accepted.

Payment will be made under:

AR150540 Haul Route - per lump sum.

ITEM 156540

RIPRAP

Add the following:

GENERAL

- 156540-1.1 This item shall consist of furnishing, transporting, placing, and shaping crushed stone, laid as riprap on separation filter fabric in the areas specified in the Contract plans.

MATERIALS

- 156540-2.1 Refer to Section 102-2.10 of the Standard Specifications for material requirements for riprap aggregate. Section 102.2.11 of the Standard Specifications shall be used for separation filter fabric.

CONSTRUCTION METHODS

- 156540-3.1 Refer to Section 102-3.5 for construction methods and placement of riprap.

METHOD OF MEASUREMENT

- 156540-4.1 The riprap to be paid for shall be the measured area in square yards for each thickness of aggregate base course placed, bonded, and accepted by the Resident Engineer.

Separation fabric shall not be measured separately for payment but shall be included in the Contract price for riprap.

BASIS OF PAYMENT

- 156540-5.1 Payment will be made at the Contract unit price per square yard, per each thickness indicated on the Plans, for Riprap. This price shall be full compensation for furnishing all materials and for the preparation, hauling, and placing of these materials, for furnishing certified scales, and for all labor, equipment, tools, and incidentals necessary to complete the item to the satisfaction of the Engineer.

Payment will be made under:

Item AR156540 Riprap - per square yard.

PART 3

SITWORK

ITEM 152

EXCAVATION, SUBGRADE, AND EMBANKMENT

Revise Item 152 of the Standard Specifications as follows:

152-1.1 DESCRIPTION. Add the following:

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

"All earthworks shall be performed in accordance with the applicable NPDES Construction Site permit (if required) issued for this Project, and any applicable municipal or county ordinances or regulations.

"Work under this item shall include the following:

- Clearing and removal of surface irregularities.
- Topsoil stripping a surface-irregularity and in the proposed embankment area (for drainage work) and temporary stockpiling of this material for re-distribution along the fence line final grades and the proposed embankment area final grades; paid under Item AR152410, Unclassified Excavation. Re-distribution of topsoil is to be paid separately under Item AR905530, Topsoiling.
- Placing of embankment material from available earthwork cuts/adjacent stockpiles furnished by others, to within the embankment area (for drainage work); paid under Item AR152410 – Unclassified Excavation).
- Clearing and removal of existing vegetation, existing aggregate, and other unsuitable material to be disposed of on-site with approval of the Airport. Other incidental unclassified excavation required under the Work and not furnished under other individual pay items; paid under AR152410 – Unclassified Excavation.

152-1.3 CLASSIFICATION.

Delete the second, third and fourth Paragraphs.

Add the following:

"Earthwork cut as required in the Plans may result in excess suitable and unsuitable/unstable material that cannot be incorporated into the work as fill material when constructing the lines and grades shown in the Plan. All excess material shall be loaded and hauled on-site to the existing stockpile as shown on the Plans, or as directed by the Resident Engineer or Airport Owner. Any excess material hauled off-site, as elected by the Contractor, shall provide for all materials testing and suitability documentation as required by State law for the disposal of construction debris. Loading, haul, and disposal

of excess material to the off-site location shall not be paid for separately but shall be included in the Contract unit price for "Unclassified Excavation".

"Some of the excess material has been identified for use as on-site topsoil. The haul and re-distribution of this material for use shall be included in the Contract unit price for "Unclassified Excavation."

"Unsuitable/unstable material such as broken pavement or excavated aggregate used at existing end sections, and produced from excavation or other project work, shall not be used in the Work. Unsuitable/unstable material identified by the Resident Engineer for haul and disposal on-site shall be hauled from the Work and disposed of at a stockpile location as approved by the Resident Engineer and Airport Owner. Any excess material elected to be hauled off-site by the Contractor shall provide for all materials testing and suitability documentation as required by State law for the disposal of construction debris. Loading, haul, testing and disposal of the excess material to the off-site disposal site shall not be paid for separately, but shall be included in the Contract unit price for "Unclassified Excavation".

"Geotextile Fabric for soil stabilization shall meet the requirements of Paragraph 152-2.1 of the Standard Specifications".

EQUIPMENT AND MATERIALS

152-2.1 Geotextile Fabric. Revise this Paragraph as follows:

"152540-2.1 GEOTEXTILE FABRIC FOR FILTRATION, SEPARATION AND SOIL STABILIZATION.

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

"Mechanical Properties	Test Method	Unit	Minimum Average Roll Value
Tensile Strength (at Ultimate)	ASTM D4595	lbs/ft	4800 (MD)/4800 (CD)
Tensile Strength (at 2% Strain)	ASTM D4595	lbs/ft	960 (MD)/1320 (CD)
Tensile Strength (at 5% Strain)	ASTM D4595	lbs/ft	2400 (MD)/2700 (CD)
Flow Rate	ASTM D4491	gal/min/ft ²	30
Permittivity	ASTM D4491	sec ⁻¹	.40
Apparent Opening Size (AOS)	ASTM D4751	U.S. Sieve	30

Pore Size 0 ₉₅	ASTM D6767	microns	465
Pore Size 0 ₅₀	ASTM D6767	microns	632
Factory Sewn Seam	ASTM D4884	lbs/ft	3000
UV Resistance (at 500 Hours)	ASTM D4355	% Strength Retained	80

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

CONSTRUCTION METHODS

152-3.1 GENERAL. Add the following:

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

Geotextile fabric for ground stabilization shall be installed per the requirements of Paragraph 152-3.12 of the Standard Specifications.

152-3.2 EXCAVATION. Add the following:

"Earthwork cut as required in the Plans may result in excess suitable and unsuitable/unstable material that cannot be incorporated into the work as fill material when constructing the lines and grades shown in the Plan. All excess material shall be loaded and hauled to an on-site location as designated in the Plans, or as directed by the Resident Engineer and Airport Owner. If the Contractor elects to haul excess material off-site, the Contractor shall provide for all materials testing and suitability documentation as required by State law for the disposal of construction debris. Loading, haul, and disposal of excess material to the off-site location shall not be paid for separately but shall be included in the Contract unit price for "Unclassified Excavation".

"Unsuitable/unstable material such as broken pavement, aggregates used for existing end sections, or concrete pipe, and produced from excavation or other project work, shall not be used in the Work. Unsuitable/unstable material identified by the Resident Engineer for haul and disposed of on-site shall be hauled from the Work and disposed of at a stockpile location shown on the plans or as directed by the Resident Engineer or Airport Owner. If the Contractor elects to haul excess material off-site, the Contractor shall provide for all materials testing and suitability documentation as required by State law for the disposal of construction debris. Loading, haul, testing and disposal of the excess material to the off-site disposal site shall not be paid for separately, but shall be included in the Contract unit price for "Unclassified Excavation"."

Add the following:

"Topsoil to be used elsewhere under this project shall be stockpiled within the construction limits but located so as not to violate any airfield safety area or object area criteria, or obstruct any FAR Part 77 imaginary surfaces, until separately placed as topsoil under Item 905. Placement and storage of the topsoil shall be paid for separately and shall be included in the Contract unit price for AR905530 – Topsoiling.

Add the following:

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

Add the following:

"An existing embankment borrow stockpile will be placed by others prior to the project start. The Contractor may borrow from this stockpile for this work. The Contractor shall perform tests that meet borrow excavation requirements prior to use for the proposed work.

152-3.14 SURFACE TOLERANCES. Add the following:

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

Add:

152-3.19 DUST CONTROL WATERING. This Work shall consist exclusively of the control of dust from construction operations and not for use in the compaction of earth embankment.

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

METHOD OF MEASUREMENT

152-4.1 Add the following:

"The earthwork quantities summary provided in the Plans is for the Contractor's reference for constructability only. Unclassified Excavation shall be measured by the cubic yard which includes topsoil stripping, earthwork cuts and movement of on-site embankment. Unclassified Excavation shall include removal and hauling of suitable/unsuitable material, dust control watering, soil stabilization/geotechnical fabric, topsoil stripping, maintaining an on-site stockpile location, and the embankment and grading to the elevations as shown in the plans. No additional measurement or payment shall be made for material testing for hauling material off-site and shall be included in the Contract cost."

" Soil stabilization fabric shall be measured by the area in square yard.

Topsoiling shall be measured per the volume in cubic yard of topsoil placed in the project limits. Topsoiling movement of excess topsoil to be stored on-site shall not be measured separately, but incidental to item AR905530."

BASIS OF PAYMENT

152-5.1 Add the following:

"Payment will be made under:

"Item AR152410 Unclassified Excavation – per cubic yard.

Item AR152440 Borrow Excavation - per cubic yard.

Item AR152540 Soil Stabilization Fabric – per square yard."

ITEM 154

SUBBASE COURSE

Revise Item 154 of the Standard Specifications as follows:

MATERIALS

154-2.3 Gradation Requirements. Add the following:

“Subbase gradation requirements shall meet CA-7.

BASIS OF PAYMENT

154-5.1 Add the following:

“Payment will be made under:

“Item AR154606 Granular Drainage Subbase–6” – per square yard.

PART 4

BASE COURSES

ITEM 209

CRUSHED AGGREGATE BASE COURSE

Revise Item 209 of the Standard Specifications as follows:

209-1.1 DESCRIPTION. Add the following:

"The Crushed Aggregate Base Course shall be placed upon a prepared subgrade in lifts of limited thickness as required in the Standard Specifications and to the total uniform compacted thicknesses shown in the Plans. The material used in this item shall be pugmilled with water at a central mixing plant or traveling plant and placed at the material's optimum moisture content."

CONSTRUCTION METHODS

209-3.5 COMPACTION. Add the following after the first Paragraph:

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

209-3.8 SURFACE TOLERANCES. Add the following to this Section:

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

BASIS OF PAYMENT

209-5.1 Add the following:

Payment will be made under:

Item AR209612 Crushed Agg. Base Course—12" - per square yard.

PART 5

STABILIZED BASE COURSES

This Section not used.

PART 6

FLEXIBLE PAVEMENTS

ITEM 401

ASPHALT MIX PAVEMENT SURFACE COURSE

Revise Item 401 of the Standard Specifications as follows:

Add the following:

401-1.1 Description.

"Item 603 Bituminous Tack Coat shall be placed between this item and the Bituminous Base Course, and between the first and any subsequent lifts for this item, if applicable, in accordance with Item 603, and as approved by the Resident Engineer.

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

"This item shall also include the requirements prescribed in Illinois Division of Aeronautics Policy Memorandums 87-2, Density Acceptance of Bituminous Pavements; 87-4, Determination of Bulk Specific Gravity (d) of Compacted Bituminous Mixes; 96-3, Requirements for Quality Assurance on Projects with Bituminous Concrete Paving; 2003-1, Requirements for Laboratory, Testing, Quality Control, and Paving of Superpave Bituminous Concrete Mixes for Airports, current issues; 22-2, Obtaining Approved Aggregates, and; HMA Comparison Samples, all current issues."

MATERIALS

401-2.3 Asphalt Binder. Add the following:

"This item is to be designed for Aircraft less than 60,000 Pounds, Runway or Taxiway, within Districts 1-6, Surface and Top Binder."

COMPOSITION

401-3.3 Job Mix Formula. Add the following:

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

401-3.5 Control Strip. Delete this Section.

MATERIAL ACCEPTANCE

401-6.1 Material acceptance sampling and testing shall be for Method I only: under 2000 tons/pay item.

BASIS OF PAYMENT

401-8.1 Payment will be made at the Contract unit price of tons for Method I only.

Payment will be made under:

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

ITEM 401660

SAW AND SEAL BITUMINOUS JOINTS

DESCRIPTION

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

MATERIALS

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

CONSTRUCTION METHODS

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

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

401660-5.1 Payment will be made at the Contract unit price per linear foot for Saw and Seal Bituminous Joints, which price shall be full compensation for the materials, labor, equipment, tools, and incidentals necessary to complete the item as specified and to the satisfaction of the Engineer.

Payment will be made under:

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

ITEM 401665

BITUMINOUS PAVEMENT SAWING

DESCRIPTION

401665-1.1 This item shall consist of a saw cut at the extremity of bituminous pavements where proposed pavement is to be constructed adjacent to existing bituminous pavement. The depth of saw shall be full depth for and provide a clean vertical face for new adjacent pavement as shown in the Plans or as directed by the Resident Engineer.

CONSTRUCTION METHODS

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

METHOD OF MEASUREMENT

401665-3.1 This item will be measured for payment under Item AR401665 Bituminous Pavement Sawing per linear foot.

BASIS OF PAYMENT

401665-4.1 Sawcutting shall be paid under the Contract unit price of AR401665 Bituminous Pavement Sawing, which price shall be full compensation for the labor, equipment, tools, and incidentals necessary to complete the item as specified and to the satisfaction of the Engineer.

Payment will be made under:

Item AR401665 Bituminous Pavement Sawing - per linear foot.

ITEM 403

ASPHALT MIX PAVEMENT BASE COURSE

Revise Item 403 of the Standard Specifications as follows:

Add the following:

403-1.1 Description.

"Item 603 Bituminous Tack Coat shall be placed between this item and the Bituminous Base Course, and between the first and any subsequent lifts for this item, if applicable, in accordance with Item 603, and as approved by the Resident Engineer.

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

"This item shall also include the requirements prescribed in Illinois Division of Aeronautics Policy Memorandums 87-2, Density Acceptance of Bituminous Pavements; 87-4, Determination of Bulk Specific Gravity (d) of Compacted Bituminous Mixes; 96-3, Requirements for Quality Assurance on Projects with Bituminous Concrete Paving; 2003-1, Requirements for Laboratory, Testing, Quality Control, and Paving of Superpave Bituminous Concrete Mixes for Airports, current issues; 22-2, Obtaining Approved Aggregates, and; HMA Comparison Samples, all current issues."

MATERIALS

403-2.3 Asphalt Binder. Add the following:

"This item is to be designed for Aircraft less than 60,000 Pounds, Runway or Taxiway, within Districts 1-6."

COMPOSITION

403-3.3 Job Mix Formula. Add the following:

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

403-3.5 Control Strip. Delete this Section.

MATERIAL ACCEPTANCE

403-6.1 Material acceptance sampling and testing shall be for Method I only: under 2000 tons/pay item.

BASIS OF PAYMENT

403-8.1 Payment will be made at the Contract unit price of tons for Method I only.

Add the following:

"Payment will be made under:

"Item AR403613 Bit. Base Cse. – Method I, Superpave – per ton."

PART 7

RIGID PAVEMENTS

ITEM 501606

PORTLAND CEMENT CONCRETE

501606-1.1 This item shall consist of Portland Cement Concrete constructed on a prepared aggregate base course, at the locations shown in the Plans. The concrete thickness shall be six (6) inches with reinforcement, as shown in the Construction Plans.

BASIS OF PAYMENT

501606-5.1 BASIS OF PAYMENT.

This work will be paid for at the Contract unit price per square yard for Portland Cement Concrete of the thickness specified, and PCC Test Batch per each, which price shall be full compensation for furnishing all labor, materials, tools, equipment, and incidentals, including all required curb ramps, detectable warnings, expansion joints, sawed or tooled joint sealing, special texturing, and variable height edge treatment at sidewalk aprons and accessibility ramps, backfill and disposal necessary to complete the item as specified.

Payment will be made under:

Item AR501506 6" PCC Pavement— per square yard.
Item AR501530 PCC Test Batch - per each.

PART 8

SURFACE TREATMENTS

This Section not used.

PART 9

MISCELLANEOUS

ITEM 602

EMULSIFIED ASPHALT PRIME COAT

Revise Item 602 of the Standard Specifications as follows:

BASIS OF PAYMENT

602-5.1 Add the following:

Add the following:

"Payment shall be paid under:

"Item AR602510 Bituminous Prime Coat - per gallon."

ITEM 603

EMULSIFIED ASPHALT TACK COAT

Revise Item 603 of the Standard Specifications as follows:

BASIS OF PAYMENT

603-5.1 Add the following:

Add the following:

“Payment shall be paid under:

“Item AR603510 Bituminous Tack Coat - per gallon.”

ITEM 605

JOINT SEALANTS FOR PAVEMENTS

Revise Item 605 of the Standard Specifications as follows:

MATERIALS

605-2.1 Joint Sealant. Add the following:

“Joint Sealant for PCC pavement shall be ASTM D7116 Standard Specification for Joint Sealants, Hot Applied, Jet Fuel Resistant Types for Portland Cement Concrete Pavements.”

METHOD OF MEASUREMENT

605-4.1 Delete this Section.

BASIS OF PAYMENT

No direct payment will be made for Joint Sealant for PCC Pavements. The cost of furnishing and installing Joint Sealant for PCC Pavements shall be considered incidental to the Contract unit prices for the respective PCC Pavement pay item. This price shall be full compensation for furnishing all materials and for all preparation, delivering and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

ITEM 610

CONCRETE FOR MISCELLANEOUS STRUCTURES

Revise Item 610 of the Standard Specifications as follows:

DESCRIPTION

610-1.1 Add the following:

"PCC items within the construction plans including foundations, sidewalks, and other concrete items within the project.

"This item shall also include the requirements prescribed in Illinois Division of Aeronautics Policy Memorandums 96-1A, Item 610, Structural Portland Cement Concrete: Job Mix Formula Approval and Production Testing (2022); 07-21, Acceptance Procedure for Finely Divided Minerals Used in Portland Cement Concrete and Other Applications; 2001-1, Requirements for Cold Weather Concreting (2020), and; 22-1, Cement Types, current issues."

CONSTRUCTION METHODS

610-3.12 CURING AND PROTECTION. Add the following:

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

BASIS OF PAYMENT

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

ITEM 620

RUNWAY AND TAXIWAY MARKING

Revise Item 620 of the Standard Specifications as follows:

MATERIALS

620-2.3 Paint. Add the following:

“Permanent yellow and black border in waterborne media shall be furnished, as detailed in the Marking Plans. Yellow paint shall conform to Federal Standard No. 595, color 33538 or 33655. Black paint shall conform with Federal Standard No, 595, color 37038. Permanent waterborne paint shall be Type III (thicker, durable coating).”

620-2.4 Reflective Media. Add the following:

“Glass beads for yellow paint shall be Federal Specification TT-B-1325D, Type III. No beads shall be applied to black paint.”

CONSTRUCTION METHODS

620-3.8 Retro-reflectance. Add the following:

“Lewis University Airport is NOT a Part 139 Certificated Airport.”

BASIS OF PAYMENT

620-5.1 Add the following:

“Payment shall be paid under:

Item AR620520	Pavement Marking - Waterborne - per square foot.
Item AR620525	Payment Marking - Black Border – per square foot.”

ITEM 680

TIE DOWN AND GROUND ROD

Revise Item 680 of the Standard Specifications as follows:

MATERIALS

680-2.1 Mooring Eye. Add the following:

The installation of each mooring eye (tie down) shall include bent anchoring rebar steel to be embedded in the pavement slab and passing through holes formed in the original casting. The Contractor shall alter the casting or bend the anchor rebar, as noted on the Plans, and as required to position the rebar at the middle of the PCC slab thickness. This adjustment shall be incidental to the tie down (mooring eye).

680-2.4 Reinforcing steel. Rename this Paragraph:

"680-2.4 Anchoring Rebar Steel".

BASIS OF PAYMENT

680-5.1 Add the following:

Payment shall be paid under:

"Item AR510510 Tie Down - per each."

ITEM 801035

CONCRETE WASH OUT

DESCRIPTION

801035-1.1 This item shall consist of the installation and removal of a temporary concrete wash out facility and barrier wall as required by Illinois Erosion and Sediment Control Field Guide for Construction inspection. This item shall conform to the materials and details as shown in the plans. This work shall be included and but not limited to work involving concrete used for fence posts, protection bollards, and PCC sidewalk.

MATERIALS

801035-2.1 The materials required for this item shall conform as detailed in the plans.

CONSTRUCTION METHODS

801035-3.1 This item shall be installed, maintained, and removed as required by the Illinois Erosion and Sediment Control Field Guide for Construction inspection. Item shall be dimensioned as shown in plan details. The location of the temporary concrete washout facility shall be installed away from any area that may runoff and enter existing storm sewer or waterways, and the location shall be pre-approved by the Resident Engineer or Owner's representative.

METHOD OF MEASUREMENT

801035-4.1 This item shall not be measured for payment but shall be incidental to the contract. The price shall be full compensation for furnishing all materials for operations, hauling, and placing these materials, removal of item, disposal of solidified concrete waste, site cleanup, and for all labor, equipment, tools, and incidentals to complete the item.

BASIS OF PAYMENT

801035-5.1 Payment shall not be paid for separately but incidental to the Contract.

ITEM 801039

OIL CONTAINMENT SUMP

DESCRIPTION

801039-1.1 This item shall consist of the installation of oil containment sump structure to collect aircraft and vehicular fuel discharge on the new concrete aircraft apron.

MATERIALS

801039-2.1 The materials required for this item shall conform as detailed in the Plans and per manufacturer recommendations.

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

801039-2.2 Precast Manhole.

Precast manholes shall conform with Item 751 of the Standard Specifications. In addition, the sidewall and bottom slab shall be poured **MONOLITHICALLY** (one-continuous pour) to assure the proper operation of the oil stop valve apparatus.

801039-2.3 Oil Stop Valve.

Oil stop valve shall be a complete apparatus, Model OSV-10SSTSV, by Oil Water Separator Technologies, LLC (OWS-Tech), or approved equal, including: 12-inch diameter inlet pipe stub with flexible connector, 10-inch diameter outlet pipe stub with flexible connector, 10-inch diameter oil stop valve, 1-inch vent/siphon breaker, float lift cable, and all other items necessary for a complete operation.

801039-2.4 Frame and Cover.

Frame and cover shall be Ergo XL Assembly, by EJ (East Jordan), or approved equal. The cover casting shall be labelled "OIL SUMP". Once the oil stop valve installation is complete and its operation verified, the frame shall be attached to the manhole top slab with high-strength, heavy-duty wedge anchors to facilitate the regular opening of the cover for inspection of the stop valve.

CONSTRUCTION METHODS

801039-3.1 This item shall be installed per the stop valve manufacturer's recommendations, and with the Standard Specifications for Item 751.

METHOD OF MEASUREMENT

801039-4.1 This item shall not be measured per each Oil Containment Sump as a complete installation.

BASIS OF PAYMENT

801039-5.1 Payment shall be paid for under:

Item AR801039 Oil Containment Sump – per each.

PART 10

FENCING

ITEM 162
CHAIN-LINK FENCE

DESCRIPTION

162-1.1 Add to this Section:

“Remove and re-install existing 6’ Class E Fence as shown in the Plans or as directed by the Resident Engineer.

“The Contractor shall furnish matching replacement materials that are lost or broken during the removal/re-installation process, as required for a complete re-installation (see Paragraph 162-3.11 of the Standard Specifications).”

MATERIALS

162-2.3 Posts, rails, and brace. Add the following:

“Top rail shall be installed as shown in the Plans.”

162-3.8 Existing Fence Connections. Add the following:

“The furnishing and installing of new, additional or replacement terminal posts, line posts, end posts, fabric and brace spans and any other incidental modifications needed to provide an acceptable connection of the new fence to any existing fence, regardless of type of existing fence, as shown in the Plans or as directed by the Resident Engineer, shall not be paid separately, but shall be included in the Contract unit price for Relocate Fence.”

Add:

162-3.13 Locate Existing Utilities

The location, size, and type of material of existing underground and/or aboveground utilities that may be indicated on the Plans are not represented as being accurate, sufficient, or complete. Neither the Owner nor the Engineer assumes any responsibility whatever in respect to the accuracy, completeness, or sufficiency of the information. There is no guarantee, either expressed or implied, that the locations, size, and type of material of existing underground utilities indicated are representative of those to be encountered in the construction. It shall be the Contractor’s responsibility to determine the actual location of all such facilities, including service connections to underground utilities. Prior to construction, the Contractor shall notify the utility companies of his operational plans and shall obtain from the respective utility companies detailed information and assistance relative to the location of their facilities and the working schedule of the companies for removal or adjustment where required.

In the event an unexpected utility interference is encountered during construction, the Contractor shall immediately notify the utility company of jurisdiction. The Owner's Representative and/or the Resident Engineer shall also be immediately notified. Any damage to such mains and services shall be restored to service at once and paid for by the Contractor at no additional cost to the Contract. All utility cables and lines shall be located by the respective utility.

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

METHOD OF MEASUREMENT

162.4.1 Removed and relocated fence shall be measured together per linear foot of fence removed and relocated.

BASIS OF PAYMENT

162-5.1 Add:

Payment will be made under:

AR161960 Relocate Class E Fence – per linear foot.

PART 11

DRAINAGE

ITEM 701

PIPE FOR STORM DRAINS AND CULVERTS

DESCRIPTION

701-1.1 Add to this Section:
"Pipe shall be the type and diameter indicated on the Plans and details."

MATERIALS

701-2.2 Pipe. Add the following:
"All PVC pipe shall be Schedule 80. Ductile iron culvert pipe shall be ASTM A716."

BASIS OF PAYMENT

Add:

"701-5.1 Payment will be made under:
Item AR701010 10" PVC Storm Sewer – per linear foot.
Item AR701012 12" PVC Storm Sewer – per linear foot.
Item AR701512 12" RCP, Class IV – per linear foot.
Item AR701515 15" RCP, Class IV – per linear foot.
Item AR701518 18" RCP, Class IV – per linear foot.
Item AR801040 Bore and Jack 18" DI Pipe - per linear foot."

ITEM 705

PIPE UNDERDRAINS FOR AIRPORTS

Revise Item 705 of the Standard Specifications as follows:

705-1.1 DESCRIPTION. Add the following:

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

MATERIALS

705-2.2 Pipe. Add the following to this Section:

"e. 705-2.2 Perforated PVC Pipe for Infiltration Trench.

"All pipe for Infiltration Trench Type A shall be 12-inch diameter, Schedule 80 PVC, conforming to ASTM D-1785, manufactured from a PVC compound with a cell class 12454-B as defined in ASTM D-1784, with perforations meeting AASHTO M 278, Highway Underdrain Specifications.

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

705-2.5 Backfill. Add the following:

"Backfill for Underdrains shall be Type 2 – CM-16."

Add:

705-2.7 FABRIC SOCK FOR INFILTRATION TRENCH PIPE.

The sock for Infiltration Trench Type A shall meet the requirements in Section 705-2.6 a. Type 1, in the Standard Specifications. The fabric sock shall not be measured separately but shall be included in the Contract unit price for infiltration basin.

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

Add:

705-2.8 INFILTRATION TRENCH ENVELOPE.

The trench envelope for the infiltration pipe and aggregate material for the Infiltration Trench Type A shall be wrapped in a nonwoven filter fabric envelope meeting the requirements of Section 705-2.6 b. Type 2, in the Standard Specifications. The filter fabric envelope shall not be measured separately but shall be included in the Contract unit price for infiltration basin.

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

Add:

705-2.9 COARSE AGGREGATE BACKFILL FOR INFILTRATION TRENCH.

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

Add:

705-2.10 FINE AGGREGATE BACKFILL FOR INFILTRATION TRENCH.

Fine aggregate backfill material shall be FA-2 and shall conform to the requirements for IDOT Specifications. The aggregate backfill courses shall not be measured separately but shall be included in the Contract unit price for infiltration trench.

CONSTRUCTION METHODS

Add this Section:

705-3.11 Infiltration Trench. The infiltration trench shall be constructed as detailed in the Construction Plans, and as specified for Item 705 of the Standard Specifications and these Special Provisions.

METHOD OF MEASUREMENT

705-4.1 Delete and revise this Section the following:

"The quantity of Infiltration Trench to be measured shall be the length in feet of the entire infiltration trench measured in place, and which includes the PVC pipe and sock, and surrounding fine and coarse aggregate and fabric envelop, in place, completed, and approved by the Resident Engineer. Excavation for construction of infiltration basin shall be measured and paid for separately under item 152 Unclassified Excavation.

BASIS OF PAYMENT

705-5.1

In the first Paragraph, add:

"The Infiltration Trench shall be paid by the linear foot for the complete pipe assembly and paid at the contract unit price as specified in Section 705-4.1. No payment for PVC pipe and sock and surrounding fine and coarse aggregate and fabric envelop shall be made separately but be paid for in the contract unit price of Infiltration Trench Type A.

"Payment will be made under:

"Item AR705506	6" Perforated Underdrain – per linear foot.
Item AR705630	Underdrain Inspection Hole – per each.
Item AR705540	Underdrain Cleanout – per each.
Item AR705900	Remove Underdrain – per linear foot.
Item AR705903	Remove Underdrain Insp. Hole – per each.
Item AR801010	Infiltration Trench–Type A – per linear foot.

ITEM 751

MANHOLES, CATCH BASINS, INLETS AND INSPECTION HOLES

Revise Item 751 of the Standard Specifications as follows:

DESCRIPTION

751-1.1 Add the following to the first paragraph:

"This item shall also meet IDOT Specifications and AASHTO M 199 (ASTM C-478) for pre-cast drainage structures. Fabrication shall also include pre-cast cutouts for storm sewer connections, as indicated in the Construction Plans, AND shall include pre-cast, "scored" blockouts for future field tile connections, as indicated in the Construction Plans and details. The Contractor shall submit dimensioned, plant fabrication shop drawings to the Project Engineer for review prior to any fabrication."

Add the following:

"Each new and adjusted manhole/inlet shall be furnished with a cast-in-place concrete collar of the size and dimensions, and with steel reinforcement, as shown on the Construction Plans. The Oil Containment Sump manholes shall not have a concrete collar, but instead shall have a 12-inch bed of CA-7 crushed aggregate over separation fabric."

MATERIALS

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

"The new frames and grates for inlets and manholes shall be of the size and type specified in the Plans and shall be paid under Item AR751567. Bolts and washers for bolted frame and lid/grate assemblies shall be stainless steel.

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

CONSTRUCTION METHODS

Add:

751-3.12 CONCRETE COLLAR AROUND MANHOLE/INLET. The concrete collar shall be constructed in accordance with Item 610. The forms for the concrete collar shall be straight and true. The concrete collar shall not be measured for payment but shall be included in the Contract unit price for Item 751.

The area around the Oil Containment Sump manholes shall have a 12-inch-thick bed of CA-7 crushed aggregate over a separation fabric. The aggregate and fabric shall not be measured for payment but shall be included in the Contract unit price for Oil Containment Sump.

METHOD OF MEASUREMENT

751-4.1 Add the following:

“Connections to proposed storm drains shall not be measured for payment separately but shall be included in the contract unit price of the structure pay item.”

BASIS OF PAYMENT

751-5.1 Add the following:

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

“Payment will be made under:

Item AR751411	Inlet- Type A - per each.
Item AR751540	Manhole 4' – per each.
Item AR751560	Manhole 6' – per each.”

ITEM 751001

TRENCH DRAIN

751001-1.1 Description. This work includes the installation of concrete, drain body and frame for trench drain.

751001-1.2 References.

ASTM International (ASTM):

ASTM A 36 - Standard Specification for Carbon Structural Steel.

ASTM A 48 – Standard specification for Gray Iron Castings.

ASTM A 123 - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.

ASTM A 536 - Standard Specification for Ductile Iron Castings.

ASTM B 146 - Specification for Lead Yellow Brass Sand Castings for General Purposes.

ASTM A929 – Standard specification for galvanized steel coils

ASTM A760 – Standard specification for manufacturing corrugated metal pipe

ASTM C267 – Standard for chemical resistance

ASTM C307 – Standard for tensile strength

ASTM C579 – Standard for compressive strength

ASTM C580 – Standard for flexural strength

ASTM D570 – Standard for water absorption

AASHTO (American association of state highway and transportation officials)

AASHTO M306-10 – Standard specification for drainage, sewer, utility, and related castings.

FAA (Federal Aviation Administration)

FAA AC150-5320-6 – Standard specification for airport pavement design.

751001-1.3 Materials.

Grating shall be 20B24DGF extreme duty slotted grate with four corner lock down. The grate shall be made of grade 65-45-12 cast ductile iron conforming to ASTM A 536-84. The grate shall be hot dip galvanized per ASTM A-123. The grate shall exceed FAA AC150/5 320-6E appendix 3 load, AASHTO M306-9 grate/manhole proof test, and be AASHTO H-25 rated.

Bolts and washers to secure the grate to the frame shall be stainless steel.

Concrete shall meet requirements of 601 of the Standard Specifications.

METHOD OF MEASUREMENT

751001-4.1 "Trench drain shall be measured per linear foot of placed trench drain and shall include the materials and equipment required including concrete, frames, grates, and pipes.

BASIS OF PAYMENT

751001-5.1 Payment shall be paid as:

Item AR751001 Trench Drain – per linear foot.

ITEM 752

CONCRETE CULVERTS, HEADWALLS, AND MISCELLANEOUS DRAINAGE STRUCTURES

Revise Item 752 of the Standard Specifications as follows:

DESCRIPTION

752-1.1 Add the following:

"This item shall include the installation of precast concrete headwalls at the locations shown in the Plans and as detailed in the Plans (modified IDOT Standard).

"This item shall also include the relocation of existing flared end sections, at the locations shown on the Construction Plans or as directed by the Resident Engineer."

CONSTRUCTION METHODS

Add:

752-3.6 RELOCATION OF EXISTING FLARED END SECTION AND GRATING. The flared end section to relocated shall be removed from its present location and re-installed at the relocated position, as specified in the Standard Specifications for Item 752.

METHOD OF MEASUREMENT

Add the following:

752-4.1 "Relocated End Section shall be measured for payment for each relocated structure, completed and accepted by the Resident Engineer. The quantity of Concrete Headwall shall be measured for payment shall be the number of headwalls installed, measured as each, and accepted by the Resident Engineer."

BASIS OF PAYMENT

752-5.1 Add the following:

"Payment will be made under:

"Item AR752600	Concrete Headwall – per each.
Item AR752960	Relocate End Section – per each."

PART 12

TURFING

ITEM 901

SEEDING

Revise Item 901 of the Standard Specifications as follows:

MATERIALS

901-2.1 SEED. Delete the seed mixture table in the third paragraph and replace with the following:

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

Delete the fourth Paragraph.

Add the following:

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

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

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

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

901-2.2 LIME. Replace this Section with the following:

"901-2.2 SOIL MODIFICATION. Based upon the Project Engineer's testing for the on-site topsoil, the Contractor shall introduce the following new elements into the soil when preparing the topsoil layer furnished in Item 905:

- "❶ Elemental Sulfur shall be added at the rate of thirty (30.0) pounds per 1,000 square feet of topsoiled area.
- "❷ Gypsum shall be added at the rate of fifty (50.0) pounds per 1,000 square feet of topsoiled area.
- "❸ Ammonium Phosphorus 11-52-0 shall be added at the rate of two (2.0) pounds per 1,000 square feet of topsoiled area.
- "❹ Sulfate of Potash 0-0-50 shall be added at the rate of five (5.0) pounds per 1,000 square feet of topsoiled area.

"These elements shall be furnished in standard containers with name, weight, and guaranteed analysis of contents clearly marked thereon. The elements shall be provided in a suitable form and shall be incorporated to a minimum depth of three (3.0) inches, prior to placement of fertilizer and seed.

"All granular elements that are applied to an existing turf must be watered-in immediately and thoroughly unless they are applied on a rainy day. All watering shall be incidental to seeding.

"All soil modification shall be incidental to seeding."

901-2.3 FERTILIZER. Delete the last Paragraph and the nutrient ratio table in this Section and replace with the following:

"The Contractor shall apply a slow-release Nitrogen (N) fertilizer at the following ratio:

- "❑ Slow-release Nitrogen (N) at four (4.0) pounds per 1,000 square feet of topsoiled area.

"All granular fertilizers that are applied to an existing turf must be watered-in immediately and thoroughly unless they are applied on a rainy day. All watering shall be incidental to seeding.

"All fertilizer shall be incidental to seeding."

CONSTRUCTION METHODS

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

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

Add the following sentence to the second Paragraph:

"Soil shall be prepared to have clods no more than 1 ½ inches on any side to ensure adequate seed-soil contact."

Add the following paragraphs:

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

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

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

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

"The proposed seeding method shall be stated by the Contractor. The seeding method shall result in a uniform distribution and complete coverage of the entire area to be seeded. If seed drilling is proposed, the seeder shall have an adjustable gate opening provided uniform flow and shall drop the seed directly into place on the prepared seed bed. If the broadcast method is used, within eight hours of seeding, all seeded areas should be rolled at right angles to the slope with a roller, cultipacker or hand tamped to compact the seedbed. Any areas broadcasted shall be sufficiently rolled or tamped to assist proper germination. All seeding equipment shall be calibrated to ensure the proper flow of seeds to deliver the specified quantities. The Contractor shall use only seeding equipment that is designed to plant grasses.

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

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

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

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

901-3.4 MAINTENANCE OF SEEDED AREAS. Add the following:

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

METHOD OF MEASUREMENT

901-4.1 Revise this Section as follows:

Replace all instances of "ACRE" in the Section when quantifying the seeding to be measured with the new measurement method of "SQUARE YARD".

BASIS OF PAYMENT

901-5.1 Add the following:

"Payment will be made under:

"Item AR901515 Seeding - per square yard."

ITEM 905

TOPSOILING

Revise Item 905 of the Standard Specifications as follows:

DESCRIPTION

905-1.1 Add the following:

"Topsoil shall be from off-site or from on-site and created by stripping of topsoil from within the grading limits shown in the Plans and placed in its final position or stockpiled for re-distribution at locations designated by the Contractor and approved by the Resident Engineer. No separate payment will be made for furnishing off-site material. Stripping of the topsoil and placing in-place and/or in temporary stockpiles shall be paid under Item AR152410, Unclassified Excavation. Any loading and haul or re-distribution of topsoil material within the overall Project, will not be measured for payment, but shall be incidental to the Contract unit prices for Unclassified Excavation.

MATERIALS

905-2.1 TOPSOIL.

Add the following to the first paragraph:

"As specified in Item 901, the acceptable pH range is 5.5 to 6.5. See Item 901 for additional topsoil specifications, including modification of existing soils used as topsoil."

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

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

CONSTRUCTION REQUIREMENTS

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

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

METHOD OF MEASUREMENT

905-4.1 Revise this section:

"Topsoiling shall be measured for payment in square yards for a 4-inch thickness of topsoil placed and accepted by the Engineer. No separate measurement will be made regarding the soil source (whether on-site or off-site)."

905-4.2 Delete this Section.

BASIS OF PAYMENT

905-5.1 Add the following:

“Payment will be made under:

“Item AR905530 Topsoiling – per square yard.”

ITEM 908

MULCHING

DESCRIPTION

908-1.1 Add the following:

"Mulch shall be straw erosion control blanket as specified herein."

MATERIALS

908-2.1 Revise this Section as follows:

Delete subparagraphs a, b, c., d, and e.

Add the following:

"f. Mulch shall be Erosion Control Blanket as follows:

Knitted Straw Mat

Straw mat shall be made of a 100% straw-fiber matrix stitched with photodegradable thread between lightweight, photodegradable polypropylene top and bottom nets. Material shall not contain any weed seed or chemical additives. Straw mat shall be North American Green EroNet S150, or American Excelsior Company Curlex II CL, or approved equal. The manufacturer shall furnish a certification with each shipment of blanket stating the number of rolls furnished and that the material complies with the requirements of this Special Provision and all Contract requirements for materials, including the Buy American Preferences Act (49 U.S.C. § 50101).

Stakes for Erosion Blanket

The mat shall be secured with biodegradable stakes acceptable to the Engineer. Metal staples will not be allowed. Separate measurement of the stakes shall not be made but shall be incidental to the erosion blanket."

CONSTRUCTION METHODS

908-3.1 Mulching. Add the following:

"Blanket shall be securing using biodegradable stakes as specified, at the spacing recommended by the blanket manufacturer."

BASIS OF PAYMENT

908-5.1 Add the following:

"Payment will be made under:

"Item AR908525 Knitted Straw Mat - per square yard."

PART 13

LIGHTING INSTALLATION

ITEM 108

INSTALLATION OF UNDERGROUND CABLE FOR AIRPORTS

Revise Item 108 of the Standard Specifications as follows:

108-1.1 DESCRIPTION. Add the following:

"This Item of work shall consist of the installation (plowing, trenching, directional-boring, or installing in ducts or raceways) of cable for electric gate operators at the locations shown on the Plans and in accordance with these Specifications. This item shall include cable in unit duct and cable in galvanized rigid steel conduit where noted on the Plans and specified herein.

"In areas where there is a congestion of buried cable or where the proposed cable crosses an existing cable, the Contractor will be required to trench the proposed cable into place. In all other areas, the Contractor has the option to either trench or plow the proposed cable in unit duct into place.

"When crossing existing circuits, the Contractor will be required to hand dig the trenches for the proposed cable."

Add:

108-1.2 SHOP DRAWINGS. The Contractor shall furnish shop drawings for approval before ordering equipment and/or materials. Each shop drawing submittal shall group components by pay item, and shall include information on cables, wires, unit duct, line warning tape, concrete markers, labeling and other incidentals as specified.

Shop drawings shall include wire/conductor/cable cut sheets with type, size, specifications, Intertek Testing Services verification/ETL listing or UL listing, manufacturer, and catalog or part number. Shop drawings for cable in unit duct items shall include cut sheets with type, size, specifications, Intertek Testing Services verification/ETL listing or UL listing, manufacturer, and catalog or part number for the respective unit duct. Where cable is required to have color coded insulation, provide information on the color coding for the respective conductors.

EQUIPMENT AND MATERIALS

108-2.1 GENERAL. Add the following:

"All cable shall be UL-listed as suitable for installed application. All conductors shall be copper."

108-2.2 CABLE. Revise this Section to read as follows:

"Item AR108051: Power Cable in Unit Duct shall consist of 4-1/C #8 AWG, XLP-USE, 600-Volt cables in 1.25-inch (minimum) Schedule 40 PVC conduit or Schedule 40 HDPE Conduit. Conductor insulation for 120/208 VAC, single phase, 3-wire with ground circuits shall be color-coded: Phase A – Black, Phase B – Red, Neutral – White, and Ground – Green. Schedule 40 PVC or Schedule 40 HDPE Conduits shall conform to the requirements of Item 110 but shall be included with Item AR108051.

"XLP-USE Wire: Cable shall comply with UL Standard 44, UL Standard 854, and Federal Specification A-A- 59544. Conductor shall be concentric-strand, soft Copper, conforming to ASTM B8 and Underwriters' Laboratories Standard UL44 for Rubber Insulated Wires. Insulation shall be rated for 600-Volt. Insulation shall be cross-linked polyethylene conforming to Underwriters Laboratories Requirements for Type USE-2 insulation. Cable shall be UL-listed and marked USE-2. Cable shall be manufactured in the United States of America to comply with the Airport Improvement Program Buy American Requirement.

"Color-coding: Color-code phase and neutral conductor insulation for No. 4 AWG or smaller. Provide colored marking tape or colored insulation for phase and neutral conductors for No. 4 AWG and larger. Insulated ground conductors shall have green colored insulation for all conductor sizes (AWG and/or KCMIL) to comply with NEC 250.119. Neutral conductors shall have white colored insulation for No. 6 AWG and smaller to meet the requirements of NEC 200.6. Standard colors for power wiring and branch circuits for 120/240 VAC, 1-Phase, 3-Wire system shall be Phase A – Black, Phase B – Red, Neutral – White, and Ground – Green. Standard colors for power wiring and branch circuits for 208/120 VAC, 3-Phase, 4-Wire system shall be Phase A – Black, Phase B – Red, Phase C – Blue, Neutral – White, and Ground – Green."

108-2.3 BARE COPPER WIRE (COUNTERPOISE). Revise this section to read:

"Bare copper counterpoise wire will not be required on this project under Item 108."

108-2.4 CABLE CONNECTIONS. Add the following to this Section:

"The Contractor will use a cable stripper/penciller whenever cable connections are made.

"No cable splices will be permitted.

"The unit duct shall be connected at the pole foundation using Unit Duct to GRS adapters at the foundation conduit to form a weather tight connection of the unit duct. All breaks in the unit duct shall be sealed by shrink kits."

108-2.12 LINE MARKING TAPE. Add the following:

"Line marking tape shall be furnished as specified."

108-2.14 UNIT DUCT. Add the following:

"Standard sizes of smooth wall polyethylene duct shall conform to the dimensional requirements specified on the following page:

Nominal Duct Size	Nominal Inside Diameter	Nominal Standard Wall	Nominal Outside Diameter *
¾"	0.910"	0.070"	1.050"
1"	1.145"	0.085"	1.315"
1-¼"	1.440"	0.110"	1.660"
1-½"	1.650"	0.125"	1.900"
2"	2.065"	0.155"	2.375"
2-½"	2.449"	0.213"	2.875"
3"	3.048"	0.226"	3.500"
4"	4.000"	0.250"	4.500"

* Dimensions include allowance for duct eccentricity."

CONSTRUCTION REQUIREMENTS

108-3.1 GENERAL. Add the following to this Section:

"The cable quantities as shown on the Construction plans are based on straight-line measurement. All vertical lengths and other cable lengths that are specified or are required by the installation, such as slack or waste, will not be measured for payment.

"If the Contractor wishes to lay cable on a line other than that shown on the Plans, he shall obtain approval of the Resident Engineer/Resident Project Representative before doing so. Any additional cable needed because of such change will be at the Contractor's expense.

"Only cable in unit duct may be plowed or directional-bored.

"The Contractor shall identify all existing underground utilities located within the area where the proposed cables are being installed and will take all precautions to protect these utilities from damage. Care shall be taken so as not to damage any existing circuits. Any existing circuits damaged shall be immediately repaired to the satisfaction of the Engineer and/or the respective utility or owner where applicable. Any underground utility damaged will be repaired or replaced at the Contractor's own expense. Any repairs of existing cables will be considered incidental to the contract, and no additional compensation will be allowed.

"Contractor shall coordinate work and any power outages with the Airport Director or respective Airport personnel. Any shutdown of existing systems shall be scheduled with and approved by the Airport Director prior to shut down. Once shut down, the circuits shall be labeled as such to prevent accidental energizing of the respective circuits. All personnel shall follow U.S. Department of Labor Occupational Safety & Health Administration (OSHA) 29 CFR Part 1910 Occupational Safety and Health Standards for electrical safety and lockout/tagout procedures, including, but not limited to, 29 CFR Section 1910.147 The Control of Hazardous Energy (lockout/tagout).

"Contractor shall comply with the requirements of FAA AC No. 150/5370-2G (or most current issue)"OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION".

"Contractor shall comply with the applicable requirements of NFPA 70E - Standard for Electrical Safety in the Workplace.

"All temporary installations shall comply with National Electrical Code Article 590 - "Temporary Installations". The contractor shall secure, identify, and place temporary exposed wiring in conduit, duct, or unit duct to prevent electrocution and fire ignition sources in conformance with the requirements of FAA AC 150/5370-2F, Part 218, Paragraph C.

"All cables installed by the Contractor shall be properly labeled and tagged at all points of access (handholes, manholes, terminal panels, control panels, and the respective wireway in the vault).

"All changes to the airfield lighting system shall be documented by the Contractor and provided to the Resident Engineer.

"The existing cables associated with airfield lighting and/or equipment removals, relocations, and/or cable or duct replacements shall be abandoned in place unless it conflicts with the installation of the airfield light, sign, duct, cable, handhole, manhole, site work, pavement, fencing, or other work, then it shall be disconnected, removed, and disposed of off the site at no additional cost to the Contract. Contractor may remove abandoned cables at no additional cost to the Contract and shall have the salvage rights to abandoned cables."

108-3.2 INSTALLATION IN DUCT BANKS OR CONDUIT. Add the following to this Section:

"The unit duct will be run continuous through all ducts and conduits."

108-3.3 INSTALLATION OF DIRECT-BURIED CABLES IN TRENCHES.

a. Trenching - Add the following to this Subsection:

"Cable shall be installed at a minimum depth of 24-inches below grade. Cable installed in cultivated fields shall be installed a minimum of 42 inches below grade.

"Any and all trenches and disturbed areas will be backfilled to a smooth grade to the satisfaction of the Resident Engineer. All trench settlement shall be corrected for a period of one year. Restoration, grading, and seeding of areas disturbed during the installation of the proposed cable will be incidental to the respective 108 Pay Item."

108-3.4 CABLE MARKERS FOR DIRECT-BURIED CABLES. Add the following as the first sentence:

"Cable, cable in concrete encased duct, and cable in unit duct installed under this item shall be marked with concrete cable markers as specified in these Specifications."

108-3.5 SPLICING. Add the following:

"There shall be no splices between roadway light poles unless otherwise detailed in the Plans. If a roadway lighting circuit cable is cut between poles, the entire length of cable between these locations shall be replaced at the Contractor's own expense.

"The Contractor shall use a cable stripper/penciller whenever cable connections are made.

"All splices and connections will be considered incidental to the respective cable.

"Provide adequate slack cable required to perform cable splices outside of the respective splice cans, handholes, manholes, or other junction structures. Provide adequate slack cable to accommodate the ability to perform future cable splices outside of the respective splice cans, handholes, manholes, or other junction structure."

Add:

108-3.12 IDENTIFICATION OF CABLES. At electrical handholes and manholes, identify and label each cable originating in the vault with respect to the system or device served. Provide identification tags rated suitable for the respective locations with permanent markings.

METHOD OF MEASUREMENT

108-4.1 Delete this Section.

108-4.2 Delete this Section.

Add:

108-4.3 The footage of cable and/or cable in unit duct installed in duct, conduit, or raceway to be paid for shall be the number of linear feet of cable installed in duct, conduit, or raceway measured in place by direct measurement, completed, ready for operation and accepted as satisfactory with no allowance being made for overrun due to slack, turns, splices, etc. Vertical cable runs and slack cable required to perform cable splices outside of the respective splice cans, handholes, or manholes, shall be incidental to the respective cable pay item and no additional measurement for payment will be made. Coring and interface to handholes, manholes, or other structures shall be incidental to the respective cable pay item and no additional measurement for payment will be made. The cable quantities shown on the Plans are based on straight-line horizontal measurements and do not consider any vertical distances. Cable will be measured for payment from the respective termination or splice point in the field up to the respective termination point. Conduit and/or raceway necessary to interface cable or cable in unit duct to a respective power source will be considered incidental to the respective cable pay item and no additional compensation will be made.

The costs for the coring, and the weatherproofing of the connection, into the existing handhole where the fixtures are to be connected shall be incidental to the Contract.

Add:

108-4.4 Cable markers shall not be measured separately for payment but shall be incidental to the Contract unit price for cable. The footage of line marking tape installed shall be considered incidental to the work and shall not be measured separately.

BASIS OF PAYMENT

108-5.1 Add the following:

“Payment will be made at the Contract unit price per linear feet of cable completed and accepted by the Engineer. This price shall be full compensation for furnishing all materials, and for all preparation, assembly, and installation of these materials; for all splices and connections; for all plowing, trenching, directional-boring, coring of manholes or handholes, installation in ducts, raceways, conduits, splice cans, handholes, or manholes, and for all excavation and backfilling; for all site restoration (topsoiling, grading, seeding, mulching), for all line marking tape and cable markers, and pavement restoration; and for all labor, equipment, tools, and incidentals necessary to complete this Item.

“Payment will be made under:

“Item AR108051 Power Cable in Unit Duct - per foot.”

ITEM 110

INSTALLATION OF AIRPORT UNDERGROUND ELECTRICAL DUCT

Revise Item 110 of the Standard Specifications as follows:

DESCRIPTION

110-1.1 Add the following:

"This item of work shall consist of the installation of all proposed concrete encased duct bank and unit duct as shown on the Construction Plans."

Add:

110-1.2 SHOP DRAWINGS.

The Contractor shall furnish shop drawings for approval before ordering equipment and/or materials. Each shop drawing submittal shall grouped components by pay item, and shall include information, on conduits and ducts, Item 610 concrete, steel reinforcement, aggregate, etc.

EQUIPMENT AND MATERIALS

110-2.1 GENERAL. Add the following:

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

"A. Conduit for concrete encased duct shall be Schedule 40 (minimum) Polyvinyl Chloride (PVC) or Schedule 40 (minimum) High-Density Polyethylene (HDPE), sized as detailed on the Plans, and suitable for concrete encasement.

"B. Duct to be directional-bored shall be Schedule 40 PVC Conduit, Schedule 80 PVC Conduit or High-Density Polyethylene (HDPE) duct, (Schedule 40, Schedule 80, SDR 11, or SDR 13.5), and suitable for directional boring installation."

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

"Rigid Steel Conduit and fittings shall be hot-dipped, galvanized, UL-listed, and produced in accordance with UL Standard 6 - Rigid Metal Conduit and ANSI C80.1 - Rigid Steel Conduit, Zinc Coated. Couplings, connectors, and fittings for rigid steel conduit shall be threaded, galvanized steel or galvanized, malleable iron, specifically designed and manufactured for the purpose. Fittings shall conform to ANSI C80.4 - Fittings Rigid Metal Conduit and EMT and UL 514B Conduit, Tubing, and Cable Fittings. Set screw type fittings are not acceptable.

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

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

- "A. Conduits for concrete encasement shall be Schedule 40 PVC, UL-listed or ETL listed, rated for 90° C cable, conforming to NEMA Standard TC-2 and UL 651, listed suitable for concrete encasement or Schedule 40 (minimum) HDPE conduit, UL-listed, conforming to NEMA Standard TC-7 and UL 651B and listed suitable for concrete encasement.
- B. Conduits for directional boring shall be Schedule 40 PVC or Schedule 80 PVC conduit, UL-listed or ETL listed, rated for 90° C cable-conforming to NEMA Standard TC-2 and UL 651 and suitable for directional boring installation, Schedule 40 HDPE or Schedule 80 HDPE conduit, UL-listed, conforming to NEMA Standard TC-7 and UL 651B and suitable for directional boring installation, or Wall Type SDR 9, SDR 11, or SDR 13.5 HDPE conduit manufactured in accordance with ASTM D-3350 (Specification of Polyethylene Plastics Pipe and Fittings Materials) and ASTM F2160 (Standard Specification for Solid Wall, High-Density Polyethylene Conduit Based on Controlled Outside Diameter), and suitable for directional boring installation. Per NEC 300.5 (K), raceways installed using directional boring equipment shall be approved for the purpose.
- C. Conduits for direct burial in earth shall be PVC Schedule 40 (minimum wall thickness), UL-listed or ETL listed, rated for 90° C cable-conforming to NEMA Standard TC-2 and UL 651, listed suitable for direct burial in earth, or HDPE Schedule 40 (minimum wall thickness), conforming to NEMA Standard TC-7 and UL 651B, or HDPE SDR 13.5 (minimum wall thickness) manufactured in accordance with ASTM D-3350 (Specification of Polyethylene Plastics Pipe and Fittings Materials) and ASTM F2160 (Standard Specification for Solid Wall, High-Density Polyethylene Conduit Based on Controlled Outside Diameter). Conduits shall be suitable for direct burial in earth and/or concrete encasement."

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

"NON-METALLIC SPLIT DUCT. Non-metallic split duct shall be used at the locations where existing cables to remain are located under proposed pavements for protection of the existing cables, as shown on the Construction Plans or as directed by the Resident Engineer. Non-metallic split duct shall be Schedule 40 PVC designed for use with power and control cable applications. Non-metallic split duct shall be suitable for direct burial in earth and concrete encasement and exhibit superior impact strength. Joints shall be sealed with corrosion-resistant tape and heavy-duty plastic straps as recommended by the split duct manufacturer for the application. Split duct sleeve couplings, duct sweeps, fittings, and accessories shall be by the same manufacturer to assure system integrity. Non-metallic split duct shall be manufactured by Prime Conduit, Inc., Carlon Electrical Products, Cantex Inc., or approved equal. 4-in. Schedule 40 split ducts shall be Carlon Part Number 49015SD, Cantex Part Number A52EASZ, or approved equal. Install split duct as detailed on the Plans and in conformance with manufacturer's recommendations for the respective application. Provide adapters, couplings, and fittings to accommodate interface to existing duct or conduit. Where split duct is to be concrete-encased, confirm it is suitable for the respective application with the manufacturer.

"Split duct shall be concrete-encased in accordance with Item 610 after installation."

110-2.5 CONDUIT SPACERS. Add the following to this Section:

"Spacers shall be designed to provide 3-inches of separation of conduits."

CONSTRUCTION METHODS

110-3.1 GENERAL. Add to this Section:

"The proposed conduits and ducts shall be constructed at the locations and in accordance with the details shown on the Construction Plans. Ducts shall be installed at the depths detailed in the Plans or as directed by the Resident Engineer. Where detailed on the Plans or where required to avoid underdrain pipe or obstructions, ducts shall be buried deeper than the underdrain pipe or other obstruction.

"Proposed concrete-encased duct shall be constructed at the locations and in accordance with the details shown on the Construction Plans. The duct terminations shall include bell ends or couplings to accommodate interface to future duct bank extensions.

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

110-3.7 RESTORATION. Add the following to this Section:

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

Add:

110-3.8 LOCATING EXISTING UNDERGROUND UTILITIES AND CABLES.

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

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

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

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

In the event an unexpected utility interference is encountered during construction, the Contractor shall immediately make all notices and correct any interruptions in accordance with the provisions of the Standard Specifications.

METHOD OF MEASUREMENT

110-4.1 Revise this Section to read as follows:

"The quantity of Concrete Encased Duct; 1-Way Split Duct, Concrete Encased, and; 2-Way 4" PVC Duct, Direct Bury, to be paid for under this item shall be the number of linear feet of the type and size of single- or multi-way duct bank installed, measured in place, completed and accepted. Separate measurements for individual ducts in a multi-duct bank will not be made.

"No separate measurement shall be made for furnishing and installing turf and in-pavement duct markers, as they are incidental to a completed and accepted duct installation.

"Excavation, backfilling, topsoiling, seeding and mulching, or sodding for the trenching and backfilling of the duct installation shall not be paid for separately but shall be included in the unit cost of the duct."

Add:

110-4.2 The quantity of unit duct associated with Item AR108051 shall not be measured for payment under this item. Conduit/duct for power cables shall be incidental and/or included with the respective Item 108 pay item.

BASIS OF PAYMENT

110-5.1 Revise this Section to read as follows:

“Payment will be made at the Contract unit price for each type and size of duct and duct bank completed and accepted. Payment will be made at the Contract unit price for each electrical handhole, electrical manhole, concrete utility pad, and protection bollard completed and accepted. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials; for all sawing and pavement removal; for all duct interface work to handholes, manholes, or other structures, including coring of handholes, manholes or other structures; for all excavation and backfilling with aggregate backfill, earth backfill, and concrete; and for all labor, coordination, equipment, tools, and incidentals necessary to complete this Item.

“Payment will be made under:

“Item AR110502 2-Way Concrete Encased Duct - per linear foot.”

ITEM 910

APRON LIGHTING

DESCRIPTION

910-1.1 The work under this Item shall include the furnishing and installation of floodlights, light pole, light pole foundation, internal fusing, anchor bolts, fixture brackets, ballasts, and lamps. Installation shall include aiming of the luminaries to obtain the light levels specified herein and testing of light fixtures with portable power supply and the installation of light pole foundations of the depth shown on plans and specified herein. The Item also includes the removal of an existing light pole and fixture at the location shown on the Construction Plans.

910-1.2 Light pole locations are indicated on the Construction Plans, and no deviation from these locations shall be permitted without the written approval of the Resident Engineer.

A scaled computer analysis showing expected light levels on the roadway shall be provided with the luminary shop drawings. The input sheet shall also be provided and shall show all luminaries locations, mounting heights, aiming directions and tilts. Tilts more than 20 degrees shall not be allowed.

910-1.3 The shafts of the light pole foundations shall be cased to overcome unsuitable soil conditions and permit removal of water. The work shall be performed in a manner that will confine disturbance of surrounding materials to a minimum. The light pole foundations shall receive full lateral support from the surrounding materials.

Applicable standards include the current edition of the following:

- ACI 336.1 - Construction of End Bearing Drilled Piers.
- ASTM A 252 - Welded and Seamless Steel Pipe Piles.

The installer of the light pole foundations shall not have less than five (5) years of documented experience in similar installations.

Light pole foundation construction shall conform to the requirements of all codes, regulations, ordinances, or laws as may apply thereto. The Contractor is also required to be familiar with and to comply with all OSHA, EPA, and any other federal, state, or local requirements which pertain to this work. All tests, materials or additional work called for by said requirements shall be provided at no extra expense to the Airport. All poles supplied shall be certified to be vibration-free at all wind loads.

910-1.4 SHOP DRAWINGS. The Contractor shall submit shop drawings on all parts of the fixtures, including the fixtures and related components; poles, including brackets, tenons, handholes, mounting methods, colors, finish procedures and written warranties, and other incidental specified for this Item.

- 910-1.5 BUY AMERICAN PREFERENCES ACT AND DOMESTIC STEEL REQUIREMENTS. All materials used for this item shall be made in USA from raw materials manufactured in the USA. The Contractor shall furnish a certification with the shop drawing attesting to adherence to the Buy American Preferences Act. All steel used on this project meet the requirements of (30 ILCS 565/) Illinois Steel Products Procurement Act, and the Contractor shall furnish a certification of source with each request for materials approval.

EQUIPMENT AND MATERIALS

- 910-2.1 APRON FLOODLIGHT FIXTURE. The roadway floodlight fixture housing shall be formed from heavy gauge aluminum and shall be internally welded. All external hardware shall be stainless steel. The housing dimensions shall be as shown on the plans and the unit shall be U.L. listed for wet locations and IP66 rated. Fixture housing shall have a tool-less entry feature. **NOTE: TWO (2) fixtures shall be mounted on each pole.**

The fixture shall utilize LED technology. The LED light engines shall be L70 rated, 70+ CRI, and 4000K. The optics shall be sealed to the fixture, with 0% up light (a BUG U rating of 0) and minimal backlight (and BUG rating of II or lower). LED boards and drivers shall be replaceable in the field. Drivers shall have integral surge protection built in.

The reflector system shall also be fully enclosed. All photometric data shall be certified by an independent testing facility.

The fixture shall be mounted on the pole using an 8" arm square pole adaptor accessory.

The fixture shall be pretreated, primed, baked, covered with a high solid polyester finish, and baked again. Contractor shall verify finish color before ordering. The double baked finish shall meet or exceed all AAMA requirements for 1,000-hour salt spray exposure.

Luminaries shall operate at 480VAC.

It shall be the responsibility of the Contractor to aim the proposed luminaries as directed by the Resident Engineer. Initial field aiming shall be straight down with a 0-degree tilt and shall be reviewed and adjusted as needed in the field.

Units shall have drivers and LED boards capable of operating down to a temperature of -20 F. Drivers shall be an integral but easily replaceable part of the luminaries.

It shall be the responsibility of the Contractor and his/her lighting supplier to provide any shielding and/or aiming of luminaries required to prevent glare from direct or reflected light in the pilot's field of vision.

- 910-2.2 LIGHT POLE. The proposed square tapered poles shall be of the type and height shown in the Construction Plans and shall be of one section design, unless otherwise shown in the Plans. Each section shall be one-piece construction with a full-length longitudinal weld and shall be square in cross-section having a uniform taper of 0.11 inches per foot of length. The anchor base shall be fabricated from a structural quality hot rolled carbon steel plate that meets or exceeds a minimum yield strength of 36,000 psi. The anchor base shall telescope the pole shaft and shall be circumferentially welded at top and bottom.

Anchor bolts shall also be supplied by the pole manufacturer. Anchor bolts shall be fabricated from a commercial quality hot rolled carbon steel bar that meets or exceeds a minimum yield strength of 50,000 psi. Four properly sized anchor bolts, each furnished with two regular hex nuts and washers shall be furnished and shipped with the poles. Anchor bolts shall have the threaded end galvanized a minimum of 8 inches.

The pole shall also have a 3" x 5" handhole and opening for receptacle located 18" above the base. Pole color shall be as shown in the Construction Plans. Poles shall come complete with mounting plates for mounting of proposed fixture brackets.

The Contractor shall verify finish color and size before ordering the proposed poles.

Brackets for light poles shall be as detailed on the plans and provided with the light fixture. Each bracket shall support one (1) fixture. Contractor to coordinate drilling with pole manufacturer for bracket installation.

910-2.3 LIGHTNING ARRESTERS. Each pole shall be furnished with a 480V, lightning arrester. Lightning arrester shall have 3,200V impulse sparkover and shall have a minimum of 10,000A discharge current. Lightning arresters shall be installed in the light pole handholes.

910-2.4 LIGHT POLE FOUNDATIONS. Light pole foundations shall be as shown in the Construction Plans. Concrete shall be provided in accordance with Item 610. Reinforcing steel shall be installed as detailed on Plans.

Anchor bolts shall be supplied by the pole manufacturer and shall be installed according to his/her recommendations. Anchor bolts shall be "L" shaped and shall be minimum 1" diameter, 36" long, with 7" "L", unless otherwise recommended by the pole manufacturer.

Light pole foundations shall extend 36-inches above finished grade, as detailed in the Plans.

Breakaway couplings and skirt shall be provided for each base mounted pole.

910-2.5 INTERNAL WIRING. All fusing shall be accessible through the pole handhole for the light poles. Contractor shall provide the waterproof splices, breakaway fuse holders, fuses, and other miscellaneous items necessary for a complete installation. The breakaway fuse holders and fuses shall be manufactured by Bussman or equal. All splicing of wiring from main power wiring to #10 wiring within pole shall be done at concrete handhole at each pole. All fuses and lightning arrestors shall be within the light pole handhole.

910-2.6 GROUND RODS. All light poles shall be furnished with a ground rod as detailed in the Construction Plans. The proposed ground rods shall be ¾" diameter, 10' long copper clad. The top of the rod shall be buried min. 12" below finished grade. All the connections to the ground rod shall be buried minimum of 12 inches below finished grade. All the connections to the ground rods shall be one shot exothermic welding as manufactured by Cadweld or equal.

CONSTRUCTION METHODS

- 910-3.1 POLES AND LUMINARIES. Poles and luminaries shall be assembled and wired on the ground, then lifted and bolted in place plumb. The pole shall be considered plumb when the center of the top is directly over the center of the base. Plumb is to be measured with a transit by the Contractor and checked by the Resident Engineer.

Wiring run from luminaire to pole base shall have a strain relief clamp provided at the entry to the luminaire to prevent the wires from pulling loose from their terminals at the luminaire.

Internal wiring of poles and luminaires including fuses and waterproof splices shall be incidental to this Item.

Poles and luminaires shall be set on their foundations such that the luminaires aim in the direction indicated on the Construction Plans, typically with the arm perpendicular to the roadway and the fixture light spread parallel to the roadway.

All proposed poles shall be grounded to ground rods. Contractor shall use one shot exothermic weld by Cadweld or equal.

- 910-3.2 LIGHT POLE FOUNDATIONS. The Contractor shall be responsible for the necessary concreting and formwork to install the foundations as detailed on the Construction Plans.

The Contractor is referred to Item 610, which covers the proper installation of the concrete.

Foundations shall extend as shown on the Construction Plans below finished grade or pavement. Foundations shall extend 36-inches above finished grade.

Anchor bolts shall be set according to the bolt circle requirements of the poles supplied. They shall be so arranged that when the pole and luminaire are erected, the luminaire will be properly aimed.

- 910-3.3 POWER AND CONTROL. The location of power and control materials and work to be performed shall be as indicated in the Construction Plans. The Contractor shall furnish and install identifying tags on all wires at the point where they connect to the breaker indicating which lights the wires serve. The Contractor shall stencil an identifying label on the control panel enclosure. All labeling shall be incidental to the Contract. The costs for the coring, and the weather-proofing of the connection, into the existing handhole where the fixtures are to be connected shall be incidental to the Contract.

- 910-3.4 RESTORATION. All areas disturbed by the light fixture installation shall be restored to its original condition. The restoration shall include any necessary topsoiling, fertilizing, seeding, or sodding and shall be performed in accordance with the Standard Turfing Specifications. The Contractor shall be held responsible for maintaining all disturbed surfaces and replacements until final acceptance.

METHOD OF MEASUREMENT

- 910-4.1 The quantity of Apron Light Pole with Double Fixture to be paid for under this Item shall be the number of units furnished and installed, accepted and ready for operation. Each unit shall consist of the fixtures, poles, brackets, fuses, internal wiring, ground rods, light pole foundations and any miscellaneous items and fittings required to make the unit operational. Each fixture shall consist of the driver, housing, mounting arm, and any other items required for successful operations.

BASIS OF PAYMENT

- 910-5.1 Payment will be made at the Contract unit price for each apron light pole complete with fixtures, electrical wiring, ground rods, and foundation, and any other accessories completed by the Contractor and accepted by the Engineer. This price shall consist of full compensation for furnishing and installing all material, excavation, backfilling, and compaction, and for all labor, equipment, tools, and incidentals necessary to complete this Item.

Payment will be made under:

Item AR106502 Apron Light Pole w/ Double Fixture – per each.

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{End of Special Provisions}



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