

# 07A

**Letting January 18, 2019**

## **Notice to Bidders, Specifications and Proposal**



**Illinois Department  
of Transportation**

**Springfield, Illinois 62764**

**Contract No. CO066  
Coles County Memorial Airport  
Mattoon, Illinois  
Coles County  
Illinois Project No. MTO-4639  
SBG Project No. N/A**



1. **TIME AND PLACE OF OPENING BIDS.** Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 10:00 a.m. on January 18, 2019, at which time the bids will be publicly opened from the iCX SecureVault.
2. **DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. CO066  
Coles County Memorial Airport  
Mattoon, Illinois  
Coles County  
Illinois Project No. MTO-4639  
SBG Project No. N/A**

**Rehabilitate East Portion of Aircraft Parking Ramp**

**For engineering information, please contact Kyle B. Schweizer, P.E. of Hanson Professional Services, Inc. at 217.747.9219.**

**3. INSTRUCTIONS TO BIDDERS.**

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

4. **AWARD CRITERIA AND REJECTION OF BIDS.** This contract will be awarded within 60 calendar days to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the rules, Invitation for Bids and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to readvertise the proposed improvement, and to waive technicalities.

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

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

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

- 8. BIDDING REQUIREMENTS AND BASIS OF AWARD.** When alternates are included in the proposal, the following shall apply:
- a. Additive Alternates
    - (1) Bidders must submit a bid for the Base Bid and for all Additive Alternates.
    - (2) Award of this contract will be made to the lowest responsible qualified bidder computed as follows:  
  
The lowest aggregate amount of (i) the Base Bid plus (ii) any Additive Alternate(s) which the Department elects to award.  
  
The Department may elect not to award any Additive Alternates. In that case, award will be to the lowest responsible qualified bidder of the Base Bid.
  - b. Optional Alternates
    - (1) Bidders must submit a bid for the Base Bid and for either Alternate A or Alternate B or for both Alternate A and Alternate B.
    - (2) Award of this contract will be made to the lowest responsible qualified bidder computed as follows:  
  
The lower of the aggregate of either (i) the Base Bid plus Alternate A or (ii) the Base Bid plus Alternate B.
- 9. CONTRACT TIME.** The Contractor shall complete all work within the specified contract time. Any calendar day extension beyond the specified contract time must be fully justified, requested by the Contractor in writing, and approved by the Engineer, or be subject to liquidated damages.
- The contract time for this contract is 47 calendar days.
- 10. INDEPENDENT WEIGHT CHECKS.** The Department reserves the right to conduct random unannounced independent weight checks on any delivery for bituminous, aggregate or other pay item for which the method of measurement for payment is based on weight. The weight checks will be accomplished by selecting, at random, a loaded truck and obtaining a loaded and empty weight on an independent scale. In addition, the department may perform random weight checks by obtaining loaded and empty truck weights on portable scales operated by department personnel.
- 11. MATERIAL COST ADJUSTMENTS.** The Illinois Department of Transportation, Division of Aeronautics does not offer any material cost adjustment provisions.
- 12. GOOD FAITH COMPLIANCE.** The Illinois Department of Transportation has made a good faith effort to include all statements, requirements, and other language required by federal and state law and by various offices within federal and state governments whether that language is required by law or not. If anything of this nature has been left out or if additional language etc. is later required, the bidder/contractor shall cooperate fully with the Department to modify the contract or bid documents to correct the deficiency. If the change results in increased operational costs, the Department shall reimburse the contractor for such costs as it may find to be reasonable.

By Order of the  
Illinois Department of Transportation

Randall S. Blankenhorn,  
Secretary



Division of Aeronautics  
Proposal Bid Bond

Sponsor \_\_\_\_\_ Item No. \_\_\_\_\_

IL Proj. No. \_\_\_\_\_ SBG Pr. No. \_\_\_\_\_ Letting Date \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, That We \_\_\_\_\_

as PRINCIPAL, and \_\_\_\_\_

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

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

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

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

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

**PRINCIPAL**  
\_\_\_\_\_  
(Company Name)

**SURETY**  
\_\_\_\_\_  
(Company Name)

By \_\_\_\_\_  
(Signature & Title)

By: \_\_\_\_\_  
(Signature of Attorney-in-Fact)

**Notary Certification for Principal and Surety**

STATE OF ILLINOIS,  
County of \_\_\_\_\_

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

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

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

My commission expires \_\_\_\_\_  
\_\_\_\_\_  
Notary Public

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

Electronic Bid Bond ID# \_\_\_\_\_

Company / Bidder Name \_\_\_\_\_

Signature and Title \_\_\_\_\_

State of Illinois  
Department of Transportation

SPECIAL PROVISION  
FOR  
EEO

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

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

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

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

APPENDIX A

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

Area Covered (Statewide)

Goals for Women apply nationwide.

GOAL	Goal (percent)
Female Utilization	6.9

APPENDIX B

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

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

083	Chicago, IL: SMSA Counties: 1600 Chicago, IL -	19.6
	IL - Cook, DuPage, Kane, Lake, McHenry, Will 3740 Kankakee, IL -	9.1
	IL - Kankakee Non-SMSA Counties	18.4
	IL - Bureau, DeKalb, Grundy, Iroquois, Kendall, LaSalle, Livingston, Putnam	
	IN - Jasper, Laporte, Newton, Pulaski, Starke	
084	Champaign - Urbana, IL: SMSA Counties: 1400 Champaign - Urbana - Rantoul, IL -	7.8
	IL - Champaign Non-SMSA Counties -	4.8
	IL - Coles, Cumberland, Douglas, Edgar, Ford, Piatt, Vermilion	
085	Springfield - Decatur, IL: SMSA Counties: 2040 Decatur, IL -	7.6
	IL - Macon 7880 Springfield, IL -	4.5
	IL - Menard, Sangamon Non-SMSA Counties	4.0
	IL - Cass, Christian, Dewitt, Logan, Morgan, Moultrie, Scott, Shelby	
086	Quincy, IL: Non-SMSA Counties	3.1
	IL - Adams, Brown, Pike	
	MO - Lewis, Marion, Pike, Ralls	
087	Peoria, IL: SMSA Counties: 1040 Bloomington - Normal, IL -	2.5
	IL - McLean 6120 Peoria, IL -	4.4
	IL - Peoria, Tazewell, Woodford Non-SMSA Counties -	3.3
	IL - Fulton, Knox, McDonough, Marshall, Mason, Schuyler, Stark, Warren	
088	Rockford, IL: SMSA Counties: 6880 Rockford, IL -	6.3
	IL - Boone, Winnebago Non-SMSA Counties -	4.6
	IL - Lee, Ogle, Stephenson	
098	Dubuque, IA: Non-SMSA Counties -	0.5
	IL - JoDaviess	
	IA - Atlamakee, Clayton, Delaware, Jackson, Winnesheik	
	WI - Crawford, Grant, Lafayette	
099	Davenport, Rock Island, Moline, IA - IL: SMSA Counties: 1960 Davenport, Rock Island, Moline, IA - IL -	4.6
	IL - Henry, Rock Island IA - Scott Non-SMSA Counties -	3.4
	IL - Carroll, Hancock, Henderson, Mercer, Whiteside IA - Clinton, DesMoines, Henry, Lee, Louisa, Muscatine MO - Clark	



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



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

State of Illinois  
Department of Transportation

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

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

1. General

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

2. Equal Employment Opportunity Policy

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

3. Equal Employment Opportunity Officer

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

4. Dissemination of Policy

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

5. Recruitment

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

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

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

#### 6. Personnel Actions

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

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

#### 7. Training and Promotion

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

#### 8. Unions

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

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

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

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

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

10. Records and Reports

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

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

State of Illinois  
Department of Transportation

SPECIAL PROVISION  
FOR  
REQUIRED PROVISIONS – STATE CONTRACTS

Effective: April 1 1965  
Revised: January 1, 2017

I. SELECTION OF LABOR

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

EMPLOYMENT OF ILLINOIS WORKERS DURING PERIODS OF  
EXCESSIVE UNEMPLOYMENT

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

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

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

II. EQUAL EMPLOYMENT OPPORTUNITY

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

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

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and IDOT and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or IDOT, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of IDOT and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify IDOT and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with these provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

III. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

#### IV. COMPLIANCE WITH THE PREVAILING WAGE ACT

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

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

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

#### V. NONSEGREGATED FACILITIES

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

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

State of Illinois  
Department of Transportation

SPECIAL PROVISION  
FOR  
SECTION 80 PROSECUTION AND PROGRESS

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

80-09 FAILURE TO COMPLETE ON TIME.

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

ADD:

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



State of Illinois  
Department of Transportation

SPECIAL PROVISION  
FOR  
SECTION 90 MEASUREMENT AND PAYMENT

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

90-07 PARTIAL PAYMENTS.

DELETE: The entire section.

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

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

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

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

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

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

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

90-10 TRUST AGREEMENT OPTION.

DELETE: The entire section.

## STATE OF ILLINOIS

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### SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Construction of Airports," adopted April 1, 2012, and the Special Provisions included herein which apply to and govern the airport improvement of: Rehabilitate East Portion of Aircraft Parking Ramp at Coles County Memorial, Contract CO066, and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

#### **SPECIAL PROVISION FOR COMPLETION TIME VIA CALENDAR DAYS**

It being understood and agreed that the completion within the time limit is an essential part of the contract, the bidder agrees to complete the work within **47 calendar days**, unless additional time is granted by the Engineer in accordance with the provisions of the specifications. In case of failure to complete the work on or before the time named herein, or within such extra time as may have been allowed by extensions, the bidder agrees that the Department of Transportation shall withhold from such sum as may be due him/her under the terms of this contract, the costs, as set forth in Section 80-09 Failure to Complete on Time of the Standard Specifications, which costs shall be considered and treated not as a penalty but as damages due to the State from the bidder by reason of the failure of the bidder to complete the work within the time specified in the contract.

#### **CONSTRUCTION AIR QUALITY – DIESEL VEHICLE EMISSIONS CONTROL (BDE)**

Effective: April 1, 2009

Revised: January 2, 2012

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

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

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

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

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

Any costs associated with bringing any diesel powered equipment into compliance with these diesel vehicle emissions controls shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall also not be grounds for a claim.

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

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

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

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

#### **CONSTRUCTION AIR QUALITY – IDLING RESTRICTION (BDE)**

Effective: April 1, 2009

Idling Restrictions. The Contractor shall establish truck-staging areas for all diesel powered vehicles that are waiting to load or unload material at the jobsite. Staging areas shall be located where the diesel emissions from the equipment will have a minimum impact on adjacent sensitive receptors. The Department will review the selection of staging areas, whether within or outside the existing highway right-of-way, to avoid locations near sensitive areas

or populations to the extent possible. Sensitive receptors include, but are not limited to, hospitals, schools, residences, motels, hotels, daycare facilities, elderly housing and convalescent facilities. Diesel powered engines shall also be located as far away as possible from fresh air intakes, air conditioners, and windows. The Engineer will approve staging areas before implementation.

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

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

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

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

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

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

#### **SPECIAL PROVISION FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION**

Effective: September 1, 2000

Revised: April 2, 2018

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

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

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

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

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

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable

for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 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. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **SPECIAL PROVISION FOR WEEKLY DBE TRUCKING REPORTS (BDE)**

Effective: June 2, 2012

Revised: April 2, 2015

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

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

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

**SPECIAL PROVISION FOR SUBCONTRACTOR MOBILIZATION PAYMENTS**

Effective: November 2, 2017

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

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

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

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

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

**SPECIAL PROVISION FOR PAYMENTS TO SUBCONTRACTORS**

Effective: November 2, 2017

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

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

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

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

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



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

Subcontractor and Disadvantaged Business Enterprise Payment Reporting

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

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

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

**SPECIAL PROVISION FOR NPDES CERTIFICATION**

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

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

The Airport Owner or its Agent will:

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

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

## **REVISIONS TO THE ILLINOIS PREVAILING WAGE RATES**

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

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

SECTION III

SPECIAL PROVISIONS

REHABILITATE EAST PORTION OF AIRCRAFT  
PARKING RAMP

*Illinois Project No.: MTO-4639*

*Coles County Memorial Airport  
Mattoon, Illinois*

*Prepared by:*



Engineering | Planning | Allied Services

**Hanson Professional Services Inc.**  
1525 S. Sixth St.  
Springfield, IL 62703



*Kyle B. Schweizer*

*11/16/18*

*LIC. EXP. 11/30/19*

NOVEMBER 16, 2018



*Kevin N. Lightfoot*

*11-16-2018*

**EXPIRES: 11-30-2019  
COVERING ELECTRICAL  
DESIGN**



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## **FOREWORD**

These Special Provisions, together with applicable Standard Specifications, 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 (IDA) for the following improvement project at the **Coles County Memorial Airport, Mattoon, Illinois including the following**

## **SCOPE OF WORK**

This project shall consist of rehabilitating the east portion of the asphalt general aviation apron by milling and resurfacing. Associated work items include bituminous milling, patching, and paving; crack control fabric; replacement of tie-downs and grounding points; pavement marking; shoulder adjustment, seeding, and mulching.

## **GOVERNING SPECIFICATIONS AND RULES AND REGULATIONS**

The State of Illinois Department of Transportation, Division of Aeronautics, Standard Specifications for Construction of Airports, adopted April 1, 2012, shall govern the project, except as otherwise revised or noted in these Special Provisions. All references to IDOT Specifications refer to Standard Specifications for Road and Bridge Construction, Illinois Department of Transportation, adopted April 1, 2016, as revised. In the event of inconsistencies between the Standard Specifications and the Special Provisions, the Special Provisions shall govern. The Contractor shall maintain a minimum of one printed copy of the relevant sections of the Standard Specifications for Construction of Airports on the project site at all times. The Standard Specifications for Construction of Airports is available on line at the following address link:

<http://www.idot.illinois.gov/>

RESOURCES  
Manuals & Guides

## **REFERENCES**

The following Federal Aviation Administration Advisory Circulars are referenced on the Plans and/or Special Provision Specifications in regard to safety on airports. These Advisory Circulars are available on the FAA web site at [http://www.faa.gov/regulations\\_policies/advisory\\_circulars](http://www.faa.gov/regulations_policies/advisory_circulars)

- A. FAA AC No. 70/7460–1L (or most current issue) Obstruction Marking and Lighting.
- B. FAA AC No. 150/5210–5D (or most current issue) Painting, Marking, and Lighting of Vehicles Used on an Airport.
- C. FAA AC No. 150/5300–13A AIRPORT DESIGN.
- D. FAA AC No. 150/5370–2G (or most current issue) Operational Safety on Airports During Construction.

## **DIVISION I – GENERAL PROVISIONS**

### **SECTION 40. SCOPE OF WORK**

Section 40 of the Standard Specifications is modified as outlined below.

40-05 MAINTENANCE OF TRAFFIC. Add the following paragraph to this section:

Construction of the project shall be performed in accordance with the guidelines specified in FAA Advisory Circular 150/5320-2 (current issue). Any Contractor activities required for Project safety shall be provided by the Contractor and incidental to the Contract.

#### **Add the following:**

40-09 SAFETY PLAN COMPLIANCE DOCUMENT. The Contractor shall consult with the Airport Manager and the Resident Engineer in arranging his construction operations. The Airport Manager will at all times have jurisdiction over the safety of air traffic during construction. Wherever the safety of air traffic during construction is affected, his decisions as to methods, procedures and measures used shall be final, and any and all Contractors performing work must be governed by said decisions.

The Airport Director shall retain the authority to change the phasing of the work and/or the sequence of construction.

The Contractor shall not have access to any part of the active airfield (runway, taxiway or apron) for all equipment or personnel without the approval of the Resident Engineer. The Contractor will erect signs stating "Construction Access Only " and "Construction Exit Route" at all gates or areas where they are gaining access/egress to/from the airfield. These signs will be provided to help keep the public off the airfield. The Contractor shall be responsible for coordinating all hauling and access on City, township or county roads with the agency responsible for the roadway.

To maintain airport operations and to facilitate the construction of the proposed work, the project has been divided into separate phases in accordance with FAA Advisory Circular 150/5370-2 (Latest Edition) "Operational Safety on Airports During Construction". References to Construction Safety and Phasing Plans (CSPP) in that document shall be interpreted to mean the phase limits, barricade locations, access points and notes shown on the construction activity plan sheets included in the as-bid contract documents. When "safety" is used or referred to in the contract documents and in the Advisory Circular(s) (AC) it shall be redefined by this contract as meaning "operational safety". The CSPP establishes the airport and project specific requirements, supplementing the requirements in the AC, that are to be included in the Contractor's bid for maintaining operational safety during construction.

The CSPP contained herein has been approved by both the Airport, Department and FAA. The Contractor shall be required to divide the overall work into separate phases in substantial conformance with the CSPP shown in the plans, except as allowed by the contract documents and approved by the Department on behalf of the FAA. Durations specified for individual phases shall become requirements of the contract and shall be subject to liquidated damages.

Prior to the preconstruction conference, the Contractor shall submit a Safety Plan Compliance Document (SPCD) to the Airport describing how he will comply with the requirements of the Advisory Circular plus the CSPP and supplying any details that could not be determined before contract award. The SPCD must include a certification statement by the Contractor that indicates he understands the operational safety requirements of the CSPP, that the Contractor has incorporated these requirements into their overall work plan and that the Contractor will maintain the right of control for all means, methods and details of the work performed by the

Contractor and any of his subcontractors within the framework of the operational safety plan. The SPCD must be reviewed, approved and signed by the Airport Sponsor.

The Contractor shall be fully aware and continuously monitor all requirements and activities for compliance with the contract documents and the FAA Advisory Circular 150/5370-2 (Latest Edition).

Ten (10) days prior to the commencement of each phase, the Contractor shall submit an updated Safety Plan Compliance Document for that phase that meets the requirement of the FAA Advisory Circular 150/5370-2 (Latest Edition). The updated Safety Plan Compliance Document(s) shall detail implementation of the construction haul routes, procedures utilized by the Contractor to eliminate conflicts between construction operations and aircraft traffic shall be included.

Significant changes to the CSPP may require aeronautical review by the Department through the FAA's Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) System. Modification of the CSPP and/or the critical points shown in the contract documents will require airspace approval from the Department and/or the FAA and may require the Contractor to submit FAA Form 7460 for approval.

The Contractor shall not be entitled to any extra compensation due to delays or inconveniences caused by said necessary methods, procedures, and measured to protect air traffic.

**END OF SECTION 40**



## **SECTION 50. CONTROL OF WORK**

### **50-06 CONSTRUCTION LAYOUT STAKES.**

Revise the first paragraph to read:

“The Contractor shall be responsible for all construction layout and any extension of the control network provided in the plans necessary to properly complete the work.”

Under the heading RESPONSIBILITY OF THE RESIDENT ENGINEER, delete paragraphs A, B, and C.

### **50-16 FINAL INSPECTION.**

Revise the first sentence of the first paragraph to read:

“Upon due notice to the Resident Engineer/Technician by the Contractor of presumptive completion of the entire project, the charging of Contract Time shall be suspended and the Engineer will make an inspection.”

Add after the first sentence of the second paragraph:

“The charging of Contract Time shall resume upon receipt of the punchlist from the Engineer and continue until the remaining work, including work as required in Section 40-08 Final Clean Up, is completed to the satisfaction of the Engineer.”

**END OF SECTION 50**

## SECTION 70. LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

70-10 BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS. Add the following paragraphs to this section:

“This project will require temporary closure of the eastern apron area. Refer to the Construction Safety Phasing Plan Sheets for additional information regarding the temporary closures during construction.

Apron and taxiway closures shall be completed in accordance with the details shown in the Construction Plans.

The Contractor shall coordinate with the Airport and the Resident Engineer/Technician to turn off any airfield lighting circuits and/or Nav aids temporarily affected by the construction work. When the work is completed these circuits must be re-activated.

All work included in opening and closing the airfield pavements will be considered incidental to the Project and no additional compensation will be allowed.

The Contractor and his employees will be restricted to the work areas. All other areas of the Airport are off limits.

Extreme care will be taken not to impose on the operations of any open runway or taxiway. The proposed Safety Plan Sheets, as outlined on the Construction Plans and in the Special Provisions, will maximize safety and attempt to minimize disruption to Airport daily operations.

When the Contractor's vehicles are on Airport property, they shall be properly marked. The markings shall consist of a 3-ft sq. flag consisting of a checkered pattern of international orange and white squares of not less than 1-ft on each side displayed in full view above the vehicle. Contractor vehicles engaged in continuous hauling operations will not be required to display a flag.

The Contractor will be responsible for placing barricades and/or traffic cones at the locations shown on the Construction Plans, or as directed by the Airport Manager. It will be the Contractor's responsibility to furnish and maintain the barricades equipped with red flashing or red, steady-burn lights and 20-in. sq. orange flags throughout the duration of this project.

The barricades and their maintenance will be considered as an incidental item to the contract, and no additional compensation will be allowed. Any cost of labor and equipment, which is necessary to insure safety at the Airport during the duration of the project, will be considered incidental to the contract, and no additional reimbursement for these items of work will be received.

All apron, taxiway, or runway closures will be coordinated with the Airport Manager. The closures will be in accordance with the procedures set forth on the Construction Safety Phasing Plan. Prior to re-opening the runway the Contractor will insure the following:

1. All holes/trenches have been backfilled.
2. All equipment has been moved outside the Runway Object Free Zone.
3. All trucks have their beds lowered and all cranes have their booms lowered.
4. There is no material stockpiled within the Runway Object Free Area.

5. All active pavements have been swept of foreign material.
6. All lighting circuits associated with the pavement being re-opened are active and functioning correctly.
7. Representatives of the Contractor, Airport Manager and Resident Engineer/ Technician shall inspect the pavement prior to re-opening. Anything noted will be corrected prior to re-opening.”

**Add the following:**

70-27 AIRPORT SECURITY NOTES. Airport security will be maintained at all times. The Contractor will monitor the site access to the proposed job site to insure no one will enter the access gate that is not authorized to be on the construction site or on the air side of the airport.

70-28 SITE INSPECTION. The Contractor shall be responsible for an on-site inspection prior to submitting a bid on this project. Upon receipt of a bid, it shall be assumed that the Contractor is fully familiar with the construction site.

**END OF SECTION 70**

## **SECTION 80. PROSECUTION AND PROGRESS**

80-13 CONTRACTOR'S ACCESS TO AIRFIELD. Add the following to this section:

“The Contractor's personnel and equipment shall not traverse outside the designated work areas to other locations on the Airport. The designated haul route will be the only vehicular access to the construction site. It will be the responsibility of the Contractor to maintain the proposed haul route and equipment parking area for the duration of the project.

The Contractor will be responsible for obtaining any permits necessary to use the State/County/Township/City roads. All work required in complying with the above requirement will be considered incidental to the Contract, and no additional compensation will be allowed.

Failure to use the prescribed haul routes and equipment parking area or adhere to the safety requirements will result in the suspension of work.”

### **Add the following:**

80-14 EMPLOYEE PARKING. The Contractor's employees shall park their personal vehicles in the designated Employee Parking Area as shown on the Proposed Safety Plan Sheets. The Contractor will transport the workers from the parking area to the work area. Only Contractor vehicles needed for construction will be allowed outside of the proposed equipment parking area. No employee vehicle will be allowed onto the proposed construction site.

80-15 EQUIPMENT PARKING AND MATERIAL STORAGE. The Contractor will be allowed to park equipment and store material in the Proposed Staging Area shown on the Safety Plan Sheets. The Contractor will maintain this area throughout the duration of the project and restore it to its original condition upon completion of the project. This work will be considered incidental to the Contract and no additional compensation will be allowed.

**END OF SECTION 80**

## **DIVISION II – PAVING CONSTRUCTION DETAILS**

### **ITEM 150510 ENGINEER'S FIELD OFFICE**

Revise Item 150510 of the Standard Specifications as follows:

#### **CONSTRUCTION METHODS**

150–2.1 Revise this section as follows:

- B. Delete this item
- C. One four–drawer legal letter size filing cabinet with lock and an Underwriter’s Laboratories insulated file device 350 degrees one hour rating.
- G. One electric water cooler dispenser with water supply as needed, or bottled water.
- H. One land–line telephone with answering machine, a cellular telephone with voicemail, and a functional internet Wi–Fi device such as a mobile hot spot providing hi–speed broadband internet access to the field office.
- I. A multi–function printer/scanner/copy machine (including maintenance and supplies) that has a USB port for connection to the Resident Engineer/Resident Technician’s computer.
- J. Delete this item
- K. Delete this item
- L. One mini–refrigerator with a minimum size of 4 cubic feet with a freezer unit.

#### **BASIS OF PAYMENT**

150–3.1 Add the following to this section:

Payment will be made under:

Item AR150510 Engineer's Field Office – per lump sum

**END OF ITEM 150510**

**ITEM 150520 MOBILIZATION**

Revise Item 150520 of the Standard Specifications as follows:

**BASIS OF PAYMENT**

150-3.1 Add the following to this section:

Payment will be made under:

Item AR150520 Mobilization – per lump sum.

**END OF ITEM 150520**

## **ITEM 152 EXCAVATION AND EMBANKMENT\_**

Revise Item 152 of the Standard Specifications as follows

### **DESCRIPTION**

152-1.1. Add the following:

Shoulder Adjustment work shall consist of shaping the earth shoulders adjacent to the new or rehabilitated pavement areas. The shoulder shall be placed in accordance with the dimensions shown on the Construction Plans.

152-1.2 Classification. Add the following:

The material for the shoulder adjustment will be a quality topsoil material obtained from an off-site location that meets Item 905 Topsoiling. The material shall be approved by the Resident Engineer/Resident Technician prior to its incorporation into the project.

### **CONSTRUCTION METHODS**

152-2.1 General. Revise this section to read as follows:

The shoulder adjustment areas will be constructed to achieve the prescribed edge drop of 1-1/2 in., and will tie in to the existing earth grade as shown on the Typical and Cross Sections in the Plans. Prior to the placement of the shoulder adjustment material, the existing shoulder area will be mowed and disked/pulverized until the existing sod has been completely cut up. After the material is placed, it will be lightly shaped and rolled to achieve minimal compaction.

152-2.6 Formation of Embankments. Add the following:

No compaction control tests are required for shoulder adjustment work.

### **METHOD OF MEASUREMENT**

152-3.1. Revise the first paragraph of this section to read as follows:

Shoulder Adjustment shall be paid for at the measured number of sq. yds. of graded shoulder completed in accordance with this Specification.

### **BASIS OF PAYMENT**

152-4.1. Add the following to this section:

Payment will be made under:

Item AR152480 Shoulder Adjustment – per sq. yd.

**END OF ITEM 152**

## **ITEM 201661 CLEAN & SEAL BITUMINOUS CRACKS**

Revise Item 201661 of the Standard Specifications as follows:

### **MATERIALS**

201-2.3 BACKER ROD Add the following to this section:

Backer rod shall be installed in accordance with manufacturer's instructions. Submit manufacturer's product data and application instructions prior to application where specified. The contractor may opt to fill the full depth of the crack with sealant in lieu of placing backer rod.

### **CONSTRUCTION METHODS**

201-4.2 APPLICATION OF CRACK SEALING MATERIAL Add the following to this section:

Prior to an overlay the sealant shall be installed in routed cracks with an approximately 1/4 inch recess. The contractor shall remove any excess sealant.

### **BASIS OF PAYMENT**

201-6.1 Add the following to this section:

Payment will be made under:

Item AR201661 Clean & Seal Bituminous Cracks – per linear foot

**END OF ITEM 201661**



## ITEM 201671 CRACK CONTROL FABRIC

Revise Item 201671 of the Standard Specifications as follows:

### MATERIALS

201-2.1 REFLECTIVE CRACK CONTROL SYSTEM A Replace this section with the following:

The crack control system shall be high-strength open fiberglass mesh with elastomeric polymer coating and adhesive backing, and shall contain as a minimum the following specific properties:

1. Grid Size: 1/2 inch by 1/2 inch (12.5 mm by 12.5 mm) per mix gradation.
2. Tensile Strength: Component strand strength of 560 lbs/inch (100 kN/m) across the width of the grid by 560 lbs/inch (100 kN/m) across the length of the grid when tested in accordance with ASTM D 6637.
3. Elongation at Break: Maximum of 5 percent when tested in accordance with ASTM D 6637.
4. Melting Point: Minimum of 425 degrees F (218 degrees C) when tested in accordance with ASTM D 276.
5. Mass/Unit Area: 11 oz./SY (370 g/SM) when tested in accordance with ASTM D 5261.

The asphalt binder shall be PG64-22 meeting the requirements of ASTM D 6373.

201-2.2. Delete this section.

### CONSTRUCTION METHODS

201-3.1 Replace this section with the following:

This product shall be installed per Section 444.04 of the IDOT Standards and Specifications for Road and Bridge Construction (2016), and the manufacturer's recommendations. Bituminous tack coat may be applied before or after installation. A manufacturer's representative shall be onsite during placement to determine tack coat application rate and perform adhesion testing.

### METHOD OF MEASUREMENT

201-4.1 Add the following to this section:

Bituminous tack coat shall be measured for payment in accordance with Item 603.

### BASIS OF PAYMENT

201-5.1 Add the following to this section:

For the crack control fabric, payment will be made under:

- Item AR201670 Crack Control Fabric – per square yard
- Item AS201670 Crack Control Fabric – per square yard

**END OF ITEM 201671**

## ITEM 401 BITUMINOUS SURFACE COURSE – SUPERPAVE

Revise Item 401 of the Standard Specifications as follows:

### DESCRIPTION

401-1.1 Add the following:

All production, placement, and acceptance of flexible pavement will be performed according to Method I, including additional paving associated with the Additive Alternate bid item.

### COMPOSITION

401-3.1 COMPOSITION OF MIXTURE Add the following:

The traffic mix design will be completed based on aircraft over 60,000 lbs.

401-3.4 TEST SECTION Delete this section. A Test Section will not be required.

### CONSTRUCTION METHODS

401-4.4 HMA PAVERS.

Add the following to the first paragraph of this section:

A tracked paver shall be used to place the bituminous surface course over the crack control fabric. The contractor shall take precautions as necessary, such as sprinkling asphalt mix in front of the tracks, to ensure the paver tracks do not pull the pavement fabric.

### BASIS OF PAYMENT

401-5.1 Add the following to this section:

Payment will be made under:

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

Item AS401613 Bit. Surf. Cse.–Method I, Superpave – per ton.

**END OF ITEM 401**

**ITEM 401650 BITUMINOUS PAVEMENT MILLING**

Revise Item 401650 of the Standard Specifications as follows:

**BASIS OF PAYMENT**

401-5.1 Add the following to this section:

Payment will be made under:

Item AR401650 Bituminous Pavement Milling – per square yard.

Item AS401650 Bituminous Pavement Milling – per square yard.

**END OF ITEM 401650**

## **ITEM 401910 REMOVE AND REPLACE BITUMINOUS PAVEMENT**

### **DESCRIPTION**

401910-1.1 This item consists of removing areas of existing bituminous pavement exhibiting full-depth distress, recompacting the existing aggregate base, and replacing with new bituminous surface course. The pavement repair areas are shown on the construction plans and will be identified in the field by the Resident Engineer/Resident Technician.

### **MATERIALS**

401910-2.1 Bituminous Surface Course. The proposed bituminous surface course shall be an approved Illinois Department of Transportation Division of Aeronautics Item 401 mix.

401910-2.2 Bituminous Tack Coat. The proposed bituminous tack coat shall conform to Item 603.

401910-2.3 Crushed Aggregate Base. Any new aggregate used shall conform to Item 209.

### **CONSTRUCTION METHODS**

401910-3.1. The Contractor shall remove each proposed repair area to the length, width and depths shown in the Plans. The equipment used must be approved for use on this project by the Resident Engineer. The edge of the trench formed will have a vertical face prior to the placement of the bituminous surface mix.

The aggregate base will be recompacted, followed by the placement of multiple lifts of bituminous material conforming to Item 401. Each lift shall be of thickness as shown in the plans and compacted to a minimum density of 93%. The final lift shall be installed flush with the existing adjacent (milled) pavement.

The tack coat shall also be applied to the vertical edges of the milled area and between each lift of bituminous pavement.

All milled/removal material will be disposed of by the Contractor off the Airport site.

### **METHOD OF MEASUREMENT**

401910-4.1 The removal and replacement quantity to be paid for shall be the number square yards completed, accepted, and measured in place by the Resident Engineer, for each respective repair. Areas wider than the nominal width or length specified will not be measured for payment.

### **BASIS OF PAYMENT**

401910-5.1 This Item of work will be paid for at the contract unit bid price per square yard for removal and replacement of bituminous pavement, which price shall be full compensation for all sawing (if utilized), milling, excavation, disposal of waste material, application of tack coat material, placement of bituminous material; for furnishing all materials, labor, equipment, and incidentals necessary to complete this Item of work.

Payment will be made under:

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

Item AS401910 Remove & Replace Bit. Pavement - per square yard

**END OF ITEM 401910**

### ITEM 510500 TIE-DOWN/GROUND ROD

Revise Item 510500 of the Standard Specifications as follows:

**Add the following:**

510-1.2 SHOP DRAWINGS. The Contractor shall furnish shop drawings for approval before ordering equipment and/or materials. Shop drawings are required for tie downs and ground rods. **Shop drawings shall be clear and legible. Copies that are illegible will be rejected.** The preferred shop drawing submittal format shall be electronic (PDF) copies. Shop drawings shall include the following information:

- A. **Certification of compliance with the AIP (Airport Improvement Program) Buy American Preferences for all materials and equipment. Do not submit ARRA (American Recovery and Reinvestment Act) certification as a substitute for certification of compliance with the AIP Buy American Preferences. Do not submit NAFTA (North American Free Trade Agreement) certification as a substitute for certification of compliance with the AIP Buy American Preferences. Shop drawings submitted without certification of compliance with the Airport Improvement Program Buy American Preferences or without certification of manufacture in the United States of America from Domestic materials in accordance with the AIP Buy American Requirements will be rejected.**
- B. In order to expedite the shop drawing review, inspection and/or testing of materials, the Contractor shall furnish complete statements to the Project Engineer as to the origin, composition, and manufacturer of all material to be used in the work. Such statements shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.
- C. Illinois Department of Transportation Division of Aeronautics requires the following: ***Under the FAA Buy American Preference, the contractor is required to submit certification that assures only domestic steel, domestic materials and domestic manufactured products are used. The Buy American statement must come from the producer, not the supplier. Producer verification must state that the items are produced in the United States and are made from 100% domestic materials. Statements that solely refer to the Buy American Act or ARRA or any federal purchasing act other than Title 49 United States Code (USC), Section 50101 will be rejected. Producers may use the Illinois Department of Transportation Domestic Material Compliance Certification Form AER 25 to satisfy this requirement.***
- D. Provide cut sheets with manufacturer's name, catalog number, dimensions, material and UL listing for each type and size ground rod. Include certification of 100% domestic steel for ground rods.
- E. Provide cut sheets with manufacturer's name, catalog number, dimensions, and material listing for tie downs. Include certification of manufacturer in the United States from domestic materials.

## MATERIALS

### 510-2.1 Add the following:

Ground rods shall be 3/4-inch diameter by 10-foot long UL listed Copper clad with 10 mils (minimum) Copper coating. Ground rods shall be manufactured in the United States of America from 100 percent domestic steel to comply with the requirements of the Airport Improvement Program Buy American Preferences requirements and the Steel Products Procurement Act.

## CONSTRUCTION METHODS

### **Add the Following:**

510-3.1 GENERAL. Ground rods and tie downs shall be installed as detailed on the Plans.

510-3.2 LOCATING OF EXISTING UNDERGROUND UTILITIES AND CABLES. The location, size, and type of material of existing underground and/or aboveground utilities indicated on the Plans are not represented as being accurate, sufficient, or complete. Neither the Owner nor the Engineer assumes any responsibility whatever in respect to the accuracy, completeness, or sufficiency of the information. There is no guarantee, either expressed or implied, that the locations, size, and type of material of existing underground utilities indicated are representative of those to be encountered in the construction. It shall be the Contractor's responsibility to determine the actual location of all such facilities, including service connections to underground utilities. Prior to construction, the Contractor shall notify the utility companies of his operational plans, and shall obtain, from the respective utility companies, detailed information and assistance relative to the location of their facilities and the working schedule of the companies for removal or adjustment, where required. In the event an unexpected utility interference is encountered during construction, the Contractor shall immediately notify the utility company of jurisdiction. The Owner's Representative and/or the Resident Engineer/Resident Technician shall also be immediately notified. Any damage to such mains and services shall be restored to service at once and paid for by the Contractor at no additional cost to the Contract.

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

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

## BASIS OF PAYMENT

108-5.1. Add the following:

The furnishing and installing of the #6 AWG copper grounding electrode conductors associated with the installation of Item AR510515 Ground Rod will be paid for separately under Item AR108756 1/C #6 Ground – per linear foot.

150-5.1 Add the following to this section:

Payment will be made under:

Item AR510510 Tie Down – per each  
Item AR510515 Ground Rod – per each  
Item AR510900 Remove Tie Down – per each.

**END OF ITEM 510500**



### **ITEM 603 BITUMINOUS TACK COAT**

Revise Item 603 of the Standard Specifications as follows:

#### **BASIS OF PAYMENT**

603-5.1 Add the following to this section:

Payment will be made under:

Item AR603510 Bituminous Tack Coat – per gallon  
Item AS603510 Bituminous Tack Coat – per gallon

**END OF ITEM 603**

## ITEM 608511 NEW ASPHALT SURFACE TREATMENT

### DESCRIPTION

608511-1.1 This item consists of applying a mineral filled, fuel resistant, non-toxic, zero to low PAH, asphalt seal coat that is an alternative to coal tar.

### MATERIALS

608511-2.1 SEALANT Sealant may be either polymer or acrylic based, and shall meet the specifications of EnviroSeal LAS-320, Carbonyte CarbonSeal-FR, or an approved equal. No installation shall take place until a product data sheet has been received and approved by the Engineer of Record.

608511-2.2 AGGREGATE Aggregate used for friction material shall be washed and graded silica sand, or crushed, washed, and graded slag, free of all contaminants, and conforming to the following gradation:

SIEVE	WEIGHT PASSING
No. 16 (1.18 mm)	100
No. 20 (0.85 mm)	85-100
No. 30 (0.60 mm)	15-85
No. 40 (0.40 mm)	2-15
No. 100 (0.15 mm)	0-2

Alternate materials and gradations may be considered for use as friction material if recommended or approved by the manufacturer, subject to approval by the Project Engineer and Engineer.

### CONSTRUCTION METHODS

608511-3.1 SURFACE PREPARATION Seal coat shall only be applied to clean, sound, and dry surfaces free of foreign material, grease, or oil. A minimum 30 day curing period or approval of the Project Engineer will be required prior to placing the seal coat on the newly placed HMA. The area shall be blown with compressed air, swept with a stiff wire bristle broom, scraped, degreased, or washed as necessary to effectively place the material. If water is used to prep the surface a drying period will be required.

608511-3.2 APPLICATION METHODS Seal Coat shall not be applied at ambient temperatures less than 50 degrees Fahrenheit. The mineral filled sealer shall be applied through a spray, broom, or squeegee apparatus. Spray equipment shall be capable of spraying coatings with the aggregate material. Equipment shall have continuous mixing or agitation capabilities to ensure homogenous consistency of mixed material. Aggregate broadcasted on the sealant while still wet will be subject to approval by the Project Engineer.

608511-3.3 APPLICATION RATES The seal coat shall be applied as a single mineral filled coat at a minimum rate of 0.20 to 0.35 gallons per square yard depending on field conditions and manufacturers recommendations. Aggregate material shall be applied at a minimum rate of 0.25 to 0.30 pounds per square yard, or at a rate approved by the manufacturer to provide skid resistance.

608511-3.4 CURE TIME If no manufacturer recommendation is given for the curing period, a minimum 24-hour cure period prior to opening to airfield traffic.

608511-3.5 MARKING No marking or striping shall be painted until the material has had minimum of 90 minutes of dry time. Manufacturer Recommendations shall govern approximate dry times prior to marking or striping.

#### **METHOD OF MEASUREMENT**

608511-4.1 The quantity of asphalt surface treatment to be paid for shall be the number of sq. yds. completed, accepted, and measured in place by the Resident Engineer/Resident Technician. No separate measurement for aggregate will be made for payment.

#### **BASIS OF PAYMENT**

608511-5.1

Payment will be made under:

Item AR608511 New Asphalt Surface Treatment – per square yard.

**END OF ITEM 603**

## **ITEM 620 PAVEMENT MARKING**

Revise Item 620 of the Standard Specifications as follows:

### **MATERIALS**

620-1.1 The paint used to mark the proposed pavements shall be waterborne paint in accordance with Item 620.

### **BASIS OF PAYMENT**

620-5.1 Add the following to this section:

Payment will be made under:

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

**END OF ITEM 620**

## **DIVISION V – TURFING**

### **ITEM 901 SEEDING**

Revise Item 901 of the Standard Specifications as follows:

#### **BASIS OF PAYMENT**

901-5.1 Add the following to this section:

Payment will be made under:

Item AR901510 Seeding – per acre.

**END OF ITEM 901**

### **ITEM 908 MULCHING**

Revise Item 908 of the Standard Specifications as follows:

#### **MATERIALS**

908-2.1 Mulch Material. Remove Options A, B, and C. Hydraulic mulch, as specified, shall be used exclusively.

#### **BASIS OF PAYMENT**

908-5.1 Add the following to this section:

Payment will be made under:

Item AR908510 Mulching – per acre.

**END OF ITEM 908**

## DIVISION VI – LIGHTING INSTALLATION

### ITEM 108 INSTALLATION OF UNDERGROUND CABLE FOR AIRPORTS

#### DESCRIPTION

108–1.1. Add the following to this section:

This Item of work shall also include furnishing and installing grounding electrode conductors associated with the installation of ground rods on the Apron (Item AR510515 Ground Rod).

108–1.2 REFERENCES. Note: where FAA Advisory Circulars are referenced they shall be the current issue or issues in effect.

- A. ASTM Specification B3 – Standard Specification for Soft or Annealed Copper Wire.
- B. ASTM Specification B8 – Standard Specification for Concentric–Lay–Stranded Copper Conductors, Hard, Medium–Hard, or Soft.
- C. FAA AC No. 150/5370–2G (current issue in effect) OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION.
- D. Federal Specification A–A–59544 Cable and Wire, Electrical (Power, Fixed Installation).
- E. NFPA 70 – National Electrical Code (most current issue in force).
- F. NFPA 70E – Standard for Electrical Safety in the Workplace.
- G. OSHA 29 CFR Part 1910 Occupational Safety and Health Standards for electrical safety and lockout/tagout procedures.

108–1.3 SHOP DRAWINGS. The Contractor shall furnish shop drawings for approval before ordering equipment and/or materials. Shop drawings are required for each wire, conductor, and/or cable type to be used on the project. **Shop drawings shall be clear and legible. Copies that are illegible will be rejected.** The preferred shop drawing submittal format shall be electronic (PDF) copies. Contractor may submit hard copies of shop drawings instead of electronic copies where applicable. Where hard copies are provided, the Contractor shall submit sufficient copies of shop drawings to meet the needs of his personnel, sub–contractor personnel, and equipment suppliers plus 4 copies to be retained by the Project Engineer. Shop drawings shall include the following information:

- A. **Certification of compliance with the AIP (Airport Improvement Program) Buy American Preferences for all materials and equipment. Do not submit ARRA (American Recovery and Reinvestment Act) certification as a substitute for certification of compliance with the AIP Buy American Preferences. Do not submit NAFTA (North American Free Trade Agreement) certification as a substitute for certification of compliance with the AIP Buy American Preferences. Shop drawings submitted without certification of compliance with the Airport Improvement Program**

**Buy American Preferences or without certification of manufacture in the United States of America from Domestic materials in accordance with the AIP Buy American Requirements will be rejected. See the FAA website at: [http://www.faa.gov/airports/aip/buy\\_american/](http://www.faa.gov/airports/aip/buy_american/) for more information on the Airport Improvement Program Buy American Preferences requirements. FAA approved equipment that is on the FAA Buy American Conformance List or the list of Nationwide Buy American Waivers Issued by the FAA complies with the AIP Buy American Preferences and will not require additional waiver paperwork for AIP projects.**

- B. In order to expedite the shop drawing review, inspection and/or testing of materials, the Contractor shall furnish complete statements to the Project Engineer as to the origin, composition, and manufacturer of all material to be used in the work. Such statements shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.
- C. Illinois Department of Transportation Division of Aeronautics requires the following: ***Under the FAA Buy American Preference, the contractor is required to submit certification that assures only domestic steel, domestic materials and domestic manufactured products are used. The Buy American statement must come from the producer, not the supplier. Producer verification must state that the items are produced in the United States and are made from 100% domestic materials. Statements that solely refer to the Buy American Act or ARRA or any federal purchasing act other than Title 49 United States Code (USC), Section 50101 will be rejected. Producers may use the Illinois Department of Transportation Domestic Material Compliance Certification Form AER 25 to satisfy this requirement.***
- D. Indicate the pay item number for each respective cable.
- E. Shop drawings shall include wire/conductor/cable cut sheets with type, size, specifications, ETL (Intertek Testing Services) or UL listing, manufacturer, and catalog or part number.

## **EQUIPMENT AND MATERIALS**

108-2.1 GENERAL. Add the following.

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

108-2.3 BARE COPPER WIRE (COUNTERPOISE). Add the following:

Item AR108756 1/C #6 Ground shall be #6 AWG bare solid Copper ground wire conforming to ASTM B3. Item AR108756 1/C #6 Ground shall be used to bond together each ground rod associated with the installation of ground rods on the Apron (Item AR510515 Ground Rod).



## CONSTRUCTION METHODS

### 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 other cable lengths, 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 Project Engineer of record before doing so, the Engineer (IDOT Division of Aeronautics) where applicable, and, if granted approval, coordinate with the Resident Engineer/Resident Technician. Any additional cable needed because of such change will be at the Contractor's expense. Where an interference requires cable adjustment that results in additional cable, approval from the Engineer will be required.

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 Manager or respective Airport personnel. Any shutdown of existing systems shall be scheduled with and approved by the Airport Manager prior to shutdown. 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. 150/5370-2 (current issue in effect) OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION.

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

### 108-3.6 BARE COUNTERPOISE WIRE INSTALLATION AND GROUNDING FOR LIGHTNING PROTECTION. Revise this section to read as follows:

Item AR108756 1/C #6 Ground shall be used to bond together each ground rod associated with the installation of ground rods on the Apron (Item AR510515 Ground Rod). The #6 AWG ground shall be installed in a groove cut into the pavement and backfilled with a cold pour sealer suitable for use with asphalt and fuel resistant; Dow Corning 890-SL Silicone Joint Sealant, Pecora 301 NS Non-Sag Silicone Pavement

Joint Sealant, or approved equal, as detailed on the Plans. The #6 AWG ground shall be connected to each respective ground rod with an exothermic weld connection or with a properly sized bolted high strength ground rod clamp UL 467 listed for direct burial in earth and concrete. The ground rod clamp shall be listed and properly sized for the respective ground rod and the respective grounding electrode conductor. Where a ground rod requires connection to more than one grounding electrode conductor provide additional exothermic weld connections or provide additional properly sized bolted high strength ground rod clamps UL 467 listed for direct burial in earth and concrete. The #6 AWG bare solid Copper ground will be paid for under Item AR108756 1/C #6 Ground per lineal foot.

**Add the following:**

108-3.12 LOCATING OF EXISTING UNDERGROUND UTILITIES AND CABLES. The location, size, and type of material of existing underground and/or aboveground utilities indicated on the Plans are not represented as being accurate, sufficient, or complete. Neither the Owner nor the Engineer assumes any responsibility whatever in respect to the accuracy, completeness, or sufficiency of the information. There is no guarantee, either expressed or implied, that the locations, size, and type of material of existing underground utilities indicated are representative of those to be encountered in the construction. It shall be the Contractor's responsibility to determine the actual location of all such facilities, including service connections to underground utilities. Prior to construction, the Contractor shall notify the utility companies of his operational plans, and shall obtain, from the respective utility companies, detailed information and assistance relative to the location of their facilities and the working schedule of the companies for removal or adjustment, where required. In the event an unexpected utility interference is encountered during construction, the Contractor shall immediately notify the utility company of jurisdiction. The Owner's Representative and/or the Resident Engineer/Resident Technician shall also be immediately notified. Any damage to such mains and services shall be restored to service at once and paid for by the Contractor at no additional cost to the Contract.

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

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

**METHOD OF MEASUREMENT**

108-4.2. Add the following:

The footage of ground wire installed in pavement groove shall include the saw cutting of the pavement, furnishing and installing the ground wire, backfilling the pavement groove with an appropriate sealer, and all connections to the ground rods.

## **BASIS OF PAYMENT**

### 108-5.1. Add the following:

Payment will be made at the contract unit price per linear foot 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 connections; for all saw cutting of pavement and backfilling the pavement groove with a suitable cold pour, fuel resistant sealer suitable for use in asphalt, for all pavement restoration; and for all labor, equipment, tools, and incidentals necessary to complete this Item.

Payment will be made under:

Item AR108756 1/C #6 Ground – per linear foot

**END OF ITEM 108**