02A

Letting March 9, 2018

Notice to Bidders, Specifications and Proposal



Springfield, Illinois 62764

Contract No. LE052 Lewis University Airport Romeoville, Illinois Will County Illinois Project No. LOT-4630 SBG Project No. N/A



NOTICE TO BIDDERS

- TIME AND PLACE OF OPENING BIDS. Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 10:00 a.m. on March 9, 2018, at which time the bids will be publicly opened from the iCX SecureVault.
- DESCRIPTION OF WORK. The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

Contract No. LE052 Lewis University Airport Romeoville, Illinois Will County Illinois Project No. LOT-4630 SBG Project No. N/A

Rehabilitate and Expand Terminal Automobile Parking Lot

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

3. INSTRUCTIONS TO BIDDERS.

- (a) This Notice, the invitation for bids, proposal and letter of award shall, together with all other documents in accordance with Article 10-18 of the Illinois Standard Specifications for Construction of Airports, become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.
- (b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.
- 4. AWARD CRITERIA AND REJECTION OF BIDS. This contract will be awarded within 60 calendar days to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the rules, Invitation for Bids and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to readvertise the proposed improvement, and to waive technicalities.
- 5. PRE-BID CONFERENCE. N/A
- 6. DISADVANTAGED BUSINESS POLICY. The DBE goal for this contract is 12.0%.
- 7. **SPECIFICATIONS AND DRAWINGS.** The work shall be done in accordance with the Illinois Standard Specifications for Construction of Airports, the Special Provisions dated <u>January 12, 2018 (REVISED)</u>, and the Construction Plans dated <u>January 12, 2018 (REVISED)</u> 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 34 calendar days.

- 10. INDEPENDENT WEIGHT CHECKS. The Department reserves the right to conduct random unannounced independent weight checks on any delivery for bituminous, aggregate or other pay item for which the method of measurement for payment is based on weight. The weight checks will be accomplished by selecting, at random, a loaded truck and obtaining a loaded and empty weight on an independent scale. In addition, the department may perform random weight checks by obtaining loaded and empty truck weights on portable scales operated by department personnel.
- **11. MATERIAL COST ADJUSTMENTS.** The Illinois Department of Transportation, Division of Aeronautics does not offer any material cost adjustment provisions.
- 12. GOOD FAITH COMPLIANCE. The Illinois Department of Transportation has made a good faith effort to include all statements, requirements, and other language required by federal and state law and by various offices within federal and state governments whether that language is required by law or not. If anything of this nature has been left out or if additional language etc. is later required, the bidder/contractor shall cooperate fully with the Department to modify the contract or bid documents to correct the deficiency. If the change results in increased operational costs, the Department shall reimburse the contractor for such costs as it may find to be reasonable.

By Order of the Illinois Department of Transportation

Randall S. Blankenhorn, Secretary



Division of Aeronautics Proposal Bid Bond

Sponsor			Item No.
IL Proj. No.	SBG Pr. No.		Letting Date
KNOW ALL MEN BY THESE PRES	SENTS, That We		
as PRINCIPAL, and			
held jointly, severally and firmly bou specified in Section 6, Proposal Gu for the payment of which we bind ou	aranty of the Proposal Documer	nt, whichever is the les	as SURETY, are sum of 5 percent of the total bid price, or for the amoun sser sum, well and truly to be paid unto said SPONSOR ors and assigns.
	State of Illinois, Department of	Transportation, Division	PRINCIPAL has submitted a bid proposal to the on of Aeronautics, for the improvement designated by the
and as specified in the bidding and the award by AGENT on behalf of S documents, including evidence of t faithful performance of such contra the failure of the PRINCIPAL to ma pays to the SPONSOR the differen	contract documents, submit a DSPONSOR, the PRINCIPAL shall he required insurance coverage ct and for the prompt payment cake the required DBE submission ce not to exceed the penalty her ract with another party to perform	DBE Utilization Plan that II enter into a contract is and providing such of labor and material for to enter into such reof between the amo	roposal of the PRINCIPAL; and if the PRINCIPAL shall at is accepted and approved by the AGENT; and if, afte in accordance with the terms of the bidding and contract bond as specified with good and sufficient surety for the furnished in the prosecution thereof; or if, in the event of contract and to give the specified bond, the PRINCIPAL unt specified in the bid proposal and such larger amounty said bid proposal, then this obligation shall be null and
forth in the preceding paragraph, the SURETY does not make full payme	nen SURETY shall pay the pena ent within such period of time, th	I sum to the SPONSO ne AGENT may bring	CIPAL has failed to comply with any requirement as se DR within fifteen (15) days of written demand therefor. I an action to collect the amount owed. SURETY is liable ed in any litigation in which SPONSOR or AGENT preva
In TESTIMONY WHEREOF, their respective officers	the said PRINCIPAL and the said day of	id SURETY have caus	sed this instrument to be signed by A.D.,
PRINCIPAL	day of	SURETY	A.D.,
(Company N	(ama)		(Company Name)
(Company N	ame)		(Company Name)
By (Signatu	ure & Title)	By:	(Signature of Attorney-in-Fact)
	Notary Certificati	ion for Principal and	Surety
STATE OF ILLINOIS, County of			-
l,		, a Notary Pub	olic in and for said County, do hereby certify that
		and	
	(Insert names of individuals sig	ining on behalf of PRII	NCIPAL & SURETY)
who are each personally known to and SURETY, appeared before me and voluntary act for the uses and p	this day in person and acknowle	ose names are subscri edged respectively, th	bed to the foregoing instrument on behalf of PRINCIPAI at they signed and delivered said instrument as their free
Given under my hand and no	otarial seal this	day of	A.D
My commission expires			
In Proceedings 100 100 100	ation of the D	All a Dut of the control of the cont	Notary Public
marking the check box next to the	Signature and Title line below,	the Principal is ensuri	e an Electronic Bid Bond. By signing the proposal and ing the identified electronic bid bond has been executed der the conditions of the bid bond as shown above.
Electronic Bid Bond ID#	Company / Bidder Nam	ne	Signature and Title

State of Illinois Department of Transportation

SPECIAL PROVISION FOR EEO

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

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

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

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

APPENDIX A

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

Area Covered (Statewide)

Goals for Women apply nationwide.

GOAL Goal (percent)

Female Utilization 6.9

APPENDIX B

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

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

083	Chicago, IL: SMSA Counties:	
	1600 Chicago, IL - IL - Cook, DuPage, Kane,	19.6
	Lake, McHenry, Will	0.1
	3740 Kankakee, IL - IL - Kankakee	9.1
	Non-SMSA Counties IL - Bureau, DeKalb, Grundy, Iroquois,	18.4
	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,	4.0
	Morgan, Moultrie, Scott, Shelby	
086	Quincy, IL: Non-SMSA Counties	3.1
	IL - Adams, Brown, Pike	5.1
	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,	3.3
	Mason, Schuyler, Stark, Warren	
880	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	0.5
	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 - IL - Carroll, Hancock, Henderson, Mercer, Whiteside	3.4
	IA - Clinton, DesMoines, Henry, Lee, Louisa, Muscatine	
	MO - Clark	

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

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

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

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

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

1. As used in these specifications:

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

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

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

State of Illinois Department of Transportation

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

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

1. General

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

2. Equal Employment Opportunity Policy

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

3. Equal Employment Opportunity Officer

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

Dissemination of Policy

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

5. Recruitment

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

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

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

6. Personnel Actions

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

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

7. Training and Promotion

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

8. Unions

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

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

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

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

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

10. Records and Reports

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

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

State of Illinois Department of Transportation

SPECIAL PROVISION FOR REQUIRED PROVISIONS – STATE CONTRACTS

Effective: April 1 1965 Revised: January 1, 2017

I. SELECTION OF LABOR

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

EMPLOYMENT OF ILLINOIS WORKERS DURING PERIODS OF EXCESSIVE UNEMPLOYMENT

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

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

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

II. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

IV. COMPLIANCE WITH THE PREVAILING WAGE ACT

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

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

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

V. NONSEGREGATED FACILITIES

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

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

State of Illinois Department of Transportation

SPECIAL PROVISION FOR SECTION 80 PROSECUTION AND PROGRESS

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

80-09 FAILURE TO COMPLETE ON TIME.

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

ADD:

Schedule of Deductions for Each Day of Overrun in Contract Time			
Original 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 stieffed. The amount of the estimate approved as due for payment will be vouchered by the Department and presented to the State Comptroller for payment. No amount less than \$1,000.00 will be approved for payment other than the final payment. A final voucher for under \$5.00 shall not be paid except through electronic funds transfer. (15 ILCS 405/9(b-1))

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

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

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

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

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

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

90-10 TRUST AGREEMENT OPTION.

DELETE: The entire section.

Contract No. LE052 Lewis University Airport Romeoville, Illinois Will County Illinois Project No. LOT-4630 SBG Project No. N/A

STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Construction of Airports," adopted April 1, 2012, and the Special Provisions included herein which apply to and govern the airport improvement of: Rehabilitate and Expand Terminal Automobile Parking Lot at Lewis University, Contract LE052, 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 34 calendar days, unless additional time is granted by the Engineer in accordance with the provisions of the specifications. In case of failure to complete the work on or before the time named herein, or within such extra time as may have been allowed by extensions, the bidder agrees that the Department of Transportation shall withhold from such sum as may be due him/her under the terms of this contract, the costs, as set forth in Section 80-09 Failure to Complete on Time of the Standard Specifications, which costs shall be considered and treated not as a penalty but as damages due to the State from the bidder by reason of the failure of the bidder to complete the work within the time specified in the contract.

CONSTRUCTION AIR QUALITY - DIESEL VEHICLE EMISSIONS CONTROL (BDE)

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

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

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

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

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

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

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

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

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

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

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

CONSTRUCTION AIR QUALITY – IDLING RESTRICTION (BDE)

Effective: April 1, 2009

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

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

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

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

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

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

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

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

SPECIAL PROVISION FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

Effective: September 1, 2000

Revised: July 2, 2016

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.
- (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
- (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
- (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
- b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable. In accordance with subsection (c)(6) of the above Bidding Procedures, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.
- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons for the determination. If the Utilization Plan is not approved because it is deficient as a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no more than a five calendar day period in order to cure the deficiency.
- The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after the receipt of the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217) 785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. A request may provide additional written documentation or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for consideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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

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

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

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

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

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

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

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

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

- (f) PAYMENT RECORDS. The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Resident Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.
- (g) <u>ENFORCEMENT</u>. The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.
- (h) <u>RECONSIDERATION</u>. Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor my request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department. The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.

SPECIAL PROVISION FOR WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012 Revised: April 2, 2015 The Contractor shall submit a weekly report of Disadvantaged Business Enterprise (DBE) trucks hired by the Contractor or subcontractors (i.e. not owned by the Contractor or subcontractors) that are used for DBE goal credit.

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

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

SUBCONTRACTOR MOBILIZATION PAYMENTS

Effective: April 2, 2005 Revised: April 1, 2011

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

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

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

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

PAYMENTS TO SUBCONTRACTORS

Effective: June 1, 2000 Revised: January 1, 2006

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

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

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

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

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

SPECIAL PROVISION FOR NPDES CERTIFICATION

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

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

The Airport Owner or its Agent will:

1) prepare, sign and submit the Notice of Intent (NOI)

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

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

REVISIONS TO THE ILLINOIS PREVAILING WAGE RATES

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

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

SECTION III

SPECIAL PROVISIONS

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

REHABILITATE AND EXPAND TERMINAL AUTOMOBILE PARKING LOT

ILLINOIS PROJECT NO. LOT-4630 CONTRACT NO. LE052

January 12, 2018 (Revised)





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



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GENERAL

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

Rehabilitate and Expand Terminal Automobile Parking Lot

s Project is to rehabilitate and expand the terminal automobile parking lot at Lewis University Airport including, among er incidental work, the following items:
Placement of temporary erosion control measures.
Milling of Bituminous (HMA) pavement.
Pavement replacement and crack repair.
Removal of pavements and curb and gutter.
Provision of required unclassified excavation.
Adjustment of existing drainage structures, and installation of new drainage structures.
Extension of existing electrical conduit.
Installation of new aggregate base course and Bituminous (HMA) pavements.
Installation of underdrains.
Placement of pavement markings.
Topsoiling, seeding and mulching in all disturbed areas, including along new pavement edges.

GOVERNING SPECIFICATIONS AND RULES AND REGULATIONS

The <u>Illinois Standard Specifications for Construction of Airports</u>, State of Illinois Department of Transportation, Division of Aeronautics, adopted April 1, 2012, as revised (Standard Specifications), shall govern the Project except as otherwise revised or noted in these Special Provisions dated January 12, 2018. All references to IDOT Specifications refer to <u>Standard Specifications for Road and Bridge Construction</u>, Illinois Department of Transportation, adopted April 1, 2016, as revised. Resolution of conflicts with any part or parts of said Specifications shall be in accordance with Section 50-03 of the Standard Specifications.

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

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

Manuals			
<u>Title</u>	Modified by Special Provisions		
Airport Construction Documentation Manual (Updated 6/2014)	No		
Manual for Documentation Of Airport Materials (Updated 4/01/2010	No		
Policy Memorandums Modified by			
<u>Title</u>	Special Provisions		
Acceptance Procedure for Finely Divided Minerals Used in Portland Cement Concrete and Other Applications	No		
	Title Airport Construction Documentation Manual (Updated 6/2014) Manual for Documentation Of Airport Materials (Updated 4/01/2010 Policy Memorandums Title Acceptance Procedure for Finely Divided Minerals Used in Portland Cement Concrete and		

18-0 87-2 Density Acceptance of Bituminous Pavements No 87-4 Determination of Bulk Specific Gravity (d) of Compacted Bituminous Mixes No 95-1 Field Test Procedures for Mixer Performance and Concrete Uniformity Testing No 96-1 Item 610, Structural Portland Cement Concrete: Job Mix Formula Approval and Production No Testing No 96-3 Requirements for Quality Assurance on Projects with Bituminous Concrete Paving No 97-2 Pavement Marking Paint Acceptance 2001-1 Requirements for Cold Weather Concreting No 2003-1 Requirements for Laboratory, Testing, Quality Control, and Paving of Superpave Bituminous No Concrete Mixtures for Airports Bituminous Mix Design Memorandum No Comparison Samples Memorandum No

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IDA PROJECT NO. LOT-4630 CONTRACT NO. LE052

Guides

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

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

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DIVISION I

GENERAL PROVISIONS

SECTION 10

DEFINITION OF TERMS

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

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SECTION 20

ADVERTISEMENT, BIDDING, AWARD, AND CONTRACT EXECUTION

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

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SECTION 40

SCOPE OF WORK

Revise Section 40 of the Standard Specifications as follows:

<u>40-05</u> <u>MAINTENANCE OF TRAFFIC</u>. Add the following Paragraphs:

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

"Construction of the project shall be performed by the Contractor in accordance with the guidelines specified in FAA Advisory Circular 150/5370-2 (current issue) and the Airport Rules and Regulations (as published on Lewis University Airport's website at http://www.flylot.com under JRPD Ordinances and Minutes (except fees for vehicle driving permits shall not be paid)). The Contractor shall maintain a copy of FAA Advisory Circular 150/5370-2, current issue, and the Airport Rules and Regulations at the Project site at all times. Any Contractor activities required for Project safety shall be provided by the Contractor and incidental to the Contract.

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

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

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

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the Airport Operations Area (AOA) are subject to federal access control. Because of the high requirements for airport security and safety, the following requirements must be adhered to: All employees of the Contractor shall park their personal vehicles in the designated equipment parking and storage area. Each person or vehicle entering the Contractor area shall do so in accordance with the policies and procedures of the Airport Owner. The Contractor will transport the workers from the parking areas to the work area. Only Contractor vehicles will be allowed outside of the proposed equipment storage and parking areas. Should any Contractor personnel be identified as noncompliant with any vehicle driving safety requirements in this Project Safety Plan or in the Airport Rules and Regulations, such drivers shall be penalized by rescission of their on-airport driving privileges, and their access to the Construction Limit Area when operating vehicles shall be revoked. The Contractor will be required to be in contact with Airport Operations. This will keep the Contractor in contact with Airport personnel and enable the Airport personnel to immediately contact the Contractor in case of an aeronautical emergency that would require action by the Contractor and/or his personnel. The Contractor shall coordinate gate security, through the Resident Engineer, with the Airport Owner. Airport security shall be maintained at all times.

"The Contractor shall not have access to any part of the active airfield (runways, taxiways or aprons) for any equipment or personnel without the approval of the Resident Engineer and the Airport Owner. Activities within

"The Project does **NOT** include the closing of any runway, taxiway, apron or other airfield pavements at any time during the Project.

"The Contractor shall remain within the Construction Limits Line shown in the Plans. When outside these limits, all Contractor activities shall remain more than 250 feet from the centerline and 1,000 feet from the end of active Runway 9-27, and 250 feet from the centerline and 1,000 feet from the end of active Runway 2-20. For work near taxiways and aprons, the Contractor's personnel and equipment must remain at least 44.5 feet from active Category I taxiway centerlines, 65.5 feet from active Category II taxiway centerlines, 44.5 feet from active T-hangar taxilane centerlines, and ten (10) feet from active apron edges. (All taxiways in the Project work area are either Category I (44.5 feet), or Category II (65.5 feet), or Category III (93 feet), as shown in the Phasing Plan.) When construction operations must be conducted within these separations, the pavement must be closed to aircraft activity by the Contractor by providing temporary barricades as shown in the Plans, and in the case of runway pavements, closed runway markers. No closure of any runway will be permitted for this Project, except as noted elsewhere in this Paragraph.

"Open trenches, excavations and stockpiled material at the construction site shall be delineated with the use of barricades during hours of restricted visibility and/or darkness. No open trenches shall be allowed within the Runway Safety Area (RSA) or the Taxiway Safety Area (TSA) when the runway or taxiway is open to air traffic (including overnight). The RSA is defined as 250 feet from the centerline and 1,000 feet from the end of Runway 9-27, and 250 feet from the centerline and 1,000 feet from the end of Runway 2-20. The TSA is measured at 24.5 feet from the Category I taxiway centerline, 39.5 feet from the Category II taxiway centerline, and 59 feet from the Category III taxiway centerline, and 24.5 feet from the T-hangar taxilane centerline. No vertical drop of greater than 3-inches in height from pavement edge to earth grade or earth grade to earth grade within the RSA or TSA will be permitted when the runway or taxiway is open to air traffic. The Contractor will have steel plates on-site to allow for the rapid covering of trenches or earth drops in the event of unexpected work stoppages for weather or airport emergencies.

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"The Contractor shall keep all of his equipment and personnel at least 15 feet from the edge of any active roadway or auto parking pavement. When his activities require working within 15 feet of the road/pavement edge, the Contractor shall provide for traffic control in accordance with IDOT Specifications (highway standards). See Item 150530, Traffic Maintenance, of these Special Provisions.

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

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

"The Contractor is to provide temporary construction roads within the Construction Limit Lines as may be required by his activities. The Contractor may make use of any existing haul routes within the Project limits, but shall repair/maintain same during construction, and shall remove the existing haul routes at project end, if directed by the Resident Engineer. Heavy vehicles shall not cross existing pavement surfaces except as approved by the Airport Owner and the Resident Engineer. Any damage to pavements that may occur by the Contractor's activities shall be repaired at the Contractor's expense and to the satisfaction of the Airport Owner and the Resident Engineer. For haul routes made by Contractor through grassed areas or existing hauls used by the Contractor, Contractor shall remove, grade, level, topsoil, seed and mulch at the end of the Project; cost incidental to the Contract.

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

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

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

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

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

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

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

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CONTROL OF WORK

Revise Section 50 of the Standard Specifications as follows:

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

"These grades shall be furnished by the Contractor to the Project Engineer and shall include: all graded areas prior to placement of topsoil; invert and rim elevations of structures installed under Items 705, 751 and 754; the final grade for subgrade for new pavements established under Item 152; the final lift of crushed aggregate base course furnished under Item 209; the first and final lifts of HMA base course furnished under Item 403; the "as-milled" and "as repaired" base course to be overlain, and; the final pavement surface furnished under Item 401. Surveying shall also be furnished by the Contractor after any constructed surface requested by the Resident Engineer for which deviations from Plan grade elevations and/or slopes that are greater than those allowed in the Standard Specifications or these Special Provisions are identified by the Resident Engineer."

<u>50-12</u> <u>LOAD RESTRICTIONS</u>. Add the following:

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

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

"The Contractor shall erect and maintain, at no cost to the Contract, directional and informational signs for the Contractor's access routes at the existing construction entrance and for the Contractor's route within the Airport, as noted on the Plans, or as directed by the Resident Engineer. This work is included in Item 150530, Traffic Maintenance, of these Special Provisions."

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CONTROL OF MATERIALS

Revise Section 60 of the Standard Specifications as follows:

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

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

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LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

Revise Section 70 of the Standard Specifications as follows:

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

"The Contractor shall also meet the requirements of the Standard Specifications and Special Provisions, dated January 12, 2018, contained in Paragraph 40-5, Maintenance of Traffic, and Item 150530, Traffic Maintenance."

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PROSECUTION AND PROGRESS

Revise Section 80 of the Standard Specifications as follows:

<u>80-05</u> <u>LIMITATIONS OF OPERATIONS</u>. Add the following:

"The Contractor shall also meet the requirements of the Standard Specifications and Special Provisions, dated January 12, 2018, contained in Paragraph 40-5, Maintenance of Traffic, and Item 150530, Traffic Maintenance."

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MEASUREMENT AND PAYMENT

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

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DIVISION II

PAVING CONSTRUCTION DETAILS

EARTHWORK

ITEM 150510

ENGINEER'S FIELD OFFICE

Revise Item 150510 of the Standard Specifications as follows:

CONSTRUCTION METHODS

150-2.1 Add the following to the first Paragraph:

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

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

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

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

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

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

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

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

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

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

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- "N. Available for the exclusive use of the Resident Engineer, an Internet service connection using telephone DSL, cable broadband, or wireless (4G LTE minimum speed) technology. Additionally, an 802.11g/n wireless router shall be provided, which will allow connection by the Resident Engineer and up to four engineer staff.
- "O. One (1) 800 watt, 0.8 cubic foot microwave oven.
- "P. Two (2) 28-quart wastebaskets with 8-gallon trash bags.
- "Q. One (1) first aid cabinet fully equipped."

BASIS OF PAYMENT

<u>150-3.1</u> Revise this Section to read:

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

"Payment will be made under:

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

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MOBILIZATION

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

Payment will be made under:

Item AR150520 Mobilization - per lump sum.

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TRAFFIC MAINTENANCE

DESCRIPTION

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

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

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

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

MATERIALS

<u>150530-2.1</u> <u>MATERIALS</u> .	Materials shall be according to the following:
--------------------------------------	--

- ☐ FAA Advisory Circular 150/5370-2 (current issue), Operational Safety on Airports During Construction.
- ☐ Illinois Department of Transportation <u>Standard Specifications for Road and Bridge Construction</u>, adopted April 1, 2016.
- □ Illinois Department of Transportation <u>Supplemental Specifications and Recurring Special Provisions</u>, adopted January 1, 2018.

CONSTRUCTION METHODS

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

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

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

The traffic control should remain in place only as long as needed and shall be removed when directed by the Engineer. All existing pavement markings to be temporarily removed in accordance with FAA Advisory Circular 150/5370-2 (current issue), Operational Safety on Airports During Construction may 'black-out" those markings, to be restored at the end of the project, using a black paint compatible with the existing and proposed paint composition.

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

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

Payment will be made under:

Item AR150530 Traffic Maintenance - per lump sum.

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HAUL ROUTE

DESCRIPTION

150540-1.1 This item shall consist of furnishing and maintaining in good condition a haul route for heavy equipment at the location and in accordance with the details shown in the Plans.

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

MATERIALS

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

a. Excavation and Embankment

Item 152 (as modified in these Special Provisions)

b. Filter Fabric

As Specified Below

c. Fractured Stone

As Specified Below

d. Construction Traffic Control Signs

IDOT Standards

CONSTRUCTION METHODS

<u>150540-3.1</u> <u>METHODS</u>. This item shall be completed in the following manner:

- a. <u>Excavation</u>. The existing grade shall be excavated to the widths and depths detailed in the Plans. This excavation shall not be measured and separate payment shall not be made.
- b. <u>Filter Fabric</u>. Fabric shall meet the requirements for separation fabric, described in Item 156513 of the Standard Specifications, except the material shall not be measured and separate payment shall not be made.
- c. <u>Fractured Stone</u>. Stone shall be of the type(s) noted on the Plans, be from an IDOT-approved aggregate source, and be acceptable to the Resident Engineer, except the material shall not be measured and separate payment shall not be made.
- d. <u>Construction Traffic Control Signs</u>. Signs shall be furnished and installed in accordance with the requirements of the applicable IDOT Standards for Traffic Control and Maintenance. The signs shall be visible whenever the Contractor, subcontractor or supplier is at the Project site. Legends for the signs shall be approved by the Resident Engineer prior to their use. These signs shall not be measured for payment but shall be included in the Contract unit price for the haul route.
- <u>MAINTENANCE AND REMOVAL AT PROJECT END.</u> The Contractor shall provide for the periodic inspection and maintenance of the route throughout the Project and after each rain event. Upon project completion, the Contractor shall restore the area to its original condition, including the topsoiling and seeding of disturbed areas.

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METHOD OF MEASUREMENT

The quantity to be paid for Haul Route shall be measured as a lump sum and shall include all work specified herein and completed as detailed in the Plans and accepted as complete by the Resident Engineer. No material or work will be separately measured for payment.

BASIS OF PAYMENT

<u>150540-5.1</u> Payment will be made at the Contract unit price per lump sum for Haul Route, which shall be full compensation for all labor, materials, equipment, tools and incidentals necessary to complete the item specified and accepted.

Payment will be made under:

Item AR150540 Haul Route - per lump sum.

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EXCAVATION AND EMBANKMENT

Revise Item 152 of the Standard Specifications as follows:

<u>152-1.1</u> <u>DESCRIPTION</u>. Add the following:

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

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

152-1.2 CLASSIFICATION.

Delete the second, third and fourth Paragraphs.

Add the following:

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

CONSTRUCTION METHODS

<u>152-2.1</u> <u>GENERAL</u>. Add the following:

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

<u>152-2.2</u> <u>EXCAVATION</u>. Add the following to the fifth Paragraph:

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

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Add the following:

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

Add the following:

"Topsoil to be used elsewhere under this project shall be stockpiled within the construction limits, but located so as not to violate any runway or any taxiway safety or object area criteria, or obstruct any FAR Part 77 imaginary surfaces, or be located within 15 feet of the pavement edge, or the roadway clear area, whichever is greater, until separately placed under Item 905. The location shall be approved by the Resident Engineer. Placement and storage of the topsoil shall not be paid for separately, but shall be included in the Contract unit price for "Unclassified Excavation"."

Add the following:

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

<u>152-2.3</u> <u>BORROW EXCAVATION</u>. Delete this Section.

<u>152-2.9</u> <u>TOLERANCES</u>. Add the following:

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

Add:

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

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

Add:

<u>RESTORATION OF HAUL ROUTES</u>. At the completion of haul activities, all haul routes used by the Contractor for haul shall have all of the aggregate surface removed, if present, and the routes leveled, graded and revegetated (seed and mulch) to the satisfaction of the Resident Engineer and the Airport Manager. The top section of any re-graded route shall be topsoil. The cost of this regrading/restoration of haul routes shall be incidental to Item 152.

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METHOD OF MEASUREMENT

<u>152-3.2</u>	Delete this Section.
<u>152-3.3</u>	Delete this Section.
Add:	
<u>152-3.4</u>	<u>DUST CONTROL WATERING</u> . Dust control watering will not be measured for payment, but shall be considered incidental to the Contract items for earthwork.
Add:	
<u>152-3.5</u>	<u>RESTORATION OF HAUL ROUTES</u> . Restoration of Haul Routes will not be measured for payment, but shall be considered incidental to the Contract items for haul route.
	BASIS OF PAYMENT
<u>152-4.1</u>	Replace the second Paragraph with the following:
	"Payment for "Unclassified Excavation" shall also include the removal to an off-site disposal site of excess suitable material and unsuitable materials, if any, at the discretion of the Resident Engineer."
<u>152-4.2</u>	Delete this Section.
<u>152-4.3</u>	Delete this Section.
<u>152-4.4</u>	Delete this Section.
	Add the following:
	"Payment will be made under:
	"Item AR152410 Unclassified Excavation - per cubic yard."

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EROSION CONTROL

Revise Item 156000 of the Standard Specifications as follows:

MATERIALS

- 156-2.1 SILT FENCE. Delete the first Paragraph of this Section and replace with the following:
 - "This fence shall be of either a pre-fabricated type or shall be constructed in the field, and regardless of the fabrication method, shall be of materials meeting the dimensions and material requirements shown in the Plans. The fabric for silt fence shall be a woven fabric meeting the requirements of AASHTO M 288 for unsupported silt fence with less than 50 percent geotextile elongation."
- <u>TEMPORARY MULCH.</u> Add the following to the first sentence: "for Heavy Duty Hydraulic Mulch, as specified in Item 908, Mulching, of the Standard Specifications."
- <u>156-2.5</u> <u>TEMPORARY SEED</u>. Replace this Paragraph with the following:
 - "Temporary Seed shall be annual ryegrass, applied at a rate of 100 pounds per acre."
- 156-2.7 <u>INLET AND PIPE PROTECTION</u>. Revise this Paragraph to read as follows:

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

CONSTRUCTION METHODS

156-3.2 TEMPORARY EROSION CONTROL.

Replace Paragraph C. with the following:

- "C. Temporary Erosion Control Seeding. Seed bed preparation will not be required if the soil to be covered is in a loose condition. Light discing shall be furnished if the soil is hard packed or caked. Fertilizer nutrients, lime or sulfur shall not be required.
 - "Prior to seeding, the area to be covered shall be wetted to the satisfaction of the Resident Engineer to encourage germination of the seed. The required moisture content of the soil may be estimated and judged closely by the hand squeeze test. The soil should readily form a tight cast when squeezed in the hand. The cast should break into two pieces without crumbling and without leaving excess water on the hand after casting.

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

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

BASIS OF PAYMENT

Add:

<u>156-5.2</u> Payment will be made under:

Item AR156510 Silt Fence - per linear foot. Item AR156520 Inlet Protection - per each.

Item AR156533 Temporary Seed and Mulch - per acre.

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SEPARATION FABRIC

Revise Item 156513 of the Standard Specifications as follows:

BASIS OF PAYMENT

<u>156513-5.1</u> Add the following:

"Payment will be made under:

"Item AR156513 Separation Fabric - per square yard."

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PAVEMENT SURFACE PREPARATION

ITEM 201661

CLEAN & SEAL BITUMINOUS CRACKS

Revise Item 201661 of the Standard Specifications as follows:

MATERIALS

<u>201-2.2</u> <u>CRACK SEALANT</u>. Delete this Sentence and replace with:

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

BASIS OF PAYMENT

<u>201-6.1</u> Add:

"Payment will be made under:

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

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PARTIAL DEPTH BITUMINOUS SAND MIX REPAIR

GENERAL

201662-1.1 This item shall consist of furnishing a Bituminous Sand Mix as a repair of existing Bituminous pavements, at the locations shown on and as detailed in the Plans. This item shall include all labor, equipment and materials required to complete the Bituminous Sand Mix as specified.

MATERIALS

<u>201662-2.1</u> <u>MATERIALS</u>. Materials used in completing this item shall meet the individual requirements of the Standard Specifications and these Special Provisions. Materials include:

a. Bituminous Pavement Milling
 b. Bituminous Tack Coat
 c. Bituminous Sand Mix
 Jtem 401650
 Item 603
 See Section 201662-2.2 below

201662-2.2 BITUMINOUS SAND MIX. The Bituminous Sand Mix material shall meet the following:

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

Gradation and Asphalt Content

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

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

b. <u>Bituminous Material</u>. From an IDOT-approved source meeting the following:

Binder: Modified Binder SBS PG-70-28.

c. Job Mix Formula

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

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CONSTRUCTION METHODS

- <u>201662-3.1</u> <u>BITUMINOUS PAVEMENT MILLING.</u> At the locations designated by the Resident Engineer, the existing pavement shall be milled to a depth of 2-inches to the width shown on the Plans, and cleaned and prepared in accordance with Item 401650. The work shall be paid under Item AR401650.
- <u>201662-3.2</u> <u>BITUMINOUS TACK COAT</u>. A Bituminous Tack Coat shall be applied to the cleaned, prepared milled surface and all associated vertical faces in accordance with Item 603. The work shall be paid under Item AR603510.
- <u>201662-3.3</u> <u>BITUMINOUS SAND MIX</u>. The Bituminous Sand Mix-2 Inch shall be constructed to the final compacted dimensions as shown on the Plans. Manufacture, delivery and construction methods for the course shall be as specified for Item 403. All costs associated with the construction of the Bituminous Sand Mix layer shall be included in the Contract unit price for this item.

METHOD OF MEASUREMENT

201662-4.1 Bituminous Sand Mix-2 Inch shall be measured by the area in square yards of mixture placed to a thickness of 2-inches, and shall be the square yards of mix actually constructed to the specified thickness and in accordance with the details shown in the Plans and accepted by the Resident Engineer.

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

BASIS OF PAYMENT

201662-5.1 Payment for the Bituminous Sand Mix shall be made at the Contract unit price for Bituminous Sand Mix-2 Inch. This price shall be full compensation for furnishing all materials and for all preparation, removals, relocation, erection, installation and disposal, and for all labor, equipment, tools, and incidentals necessary to complete these items as specified.

Payment will be made under:

Item AR201662 Bituminous Sand Mix - per square yard.

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SAND MIX CRACK REPAIR

Revise Item 201663 of the Standard Specifications as follows:

BASIS OF PAYMENT

201-6.1 Add the following:

"Payment will be made under:

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

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CRACK CONTROL FABRIC

Revise Item 201670 of the Standard Specifications as follows:

MATERIALS

- <u>201-2.1</u> <u>REFLECTIVE CRACK CONTROL SYSTEM A.</u> Delete this Section.
- <u>201-2.2</u> <u>REFLECTIVE CRACK CONTROL SYSTEM B.</u> Delete this Section and replace with the following:
 - "201-2.2 CRACK CONTROL REPAIR MATERIAL. Crack control repair material shall be "Glas Grid" Model 8502, Detail Repair System, as manufactured by Saint-Gobain ADFORS America, 1795 Baseline Road, Grand Island, New York, 14072, Telephone: 888.549.7667, Facsimile: 716.775.3902, E-mail: glasgrid@saint-gobain.com, or approved equivalent, and shall contain as a minimum the following specific properties:

Specification for Use in Asphalt Reinforcement				
Custom-knitted fiberglass mesh with elastomeric polymer coating and pressure sensitive adhesive backing				
Across Width = 1,120 pounds/inch Across Length = 560 pounds/inch Less than 3 Percent				
Greater than 425° F				
16 ounces/square yard				
197.0 feet				
5.0 feet				
109 square yards				
Pressure Sensitive				
0.5 inch by 0.5 inch				

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

BASIS OF PAYMENT

- 201-5.1 Delete this Section and replace with the following:
 - "201-5.1 The work shall be paid for at the Contract unit price per square yard for Crack Control Repair Material.

 These prices shall be full compensation for all materials, labor and equipment, and all incidental items necessary to complete the item in accordance with these specifications.

"Payment will be made under:

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

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POROUS GRANULAR EMBANKMENT

GENERAL

208515-1.1 This item shall consist of furnishing, placing, shaping and compacting crushed stone (CA-1) for use in soil stabilization for the existing subgrade. The material is to be placed to the lines and grades as shown on the Plans and as directed by the Resident Engineer. Excavation of the soils replaced by the coarse aggregate shall be paid for at the Contract unit price for Unclassified Excavation.

MATERIALS

- <u>208515-2.1</u> <u>COARSE AGGREGATE</u>. The crushed coarse aggregate shall conform with the requirements of Article 1004.01 of IDOT Standard Specifications for Road and Bridge Construction, adopted April 1, 2016, and the following specific requirements:
 - (a) Description. The coarse aggregate shall be pit run gravel, gravel, crushed gravel, novaculite, crushed stone, crushed concrete or crushed sandstone.
 - The granular material, if approved by the Engineer, may be produced by blending aggregates from more than one source, provided the method of blending results in a uniform product. The components of a blend may not be of the same kind of material. The source of material shall not be changed during the progress of the Work without written permission of the Engineer. Where a natural aggregate is deficient in fines, the material added to make up deficiencies shall be a material approved by the Engineer.
 - (b) Quality. The coarse aggregate shall be Class D Quality or better.
 - (c) Gradation. The coarse aggregate gradation shall be CA-1.
 - (d) Plasticity. All material shall have a plasticity ratio of 0 to 6 percent. The plasticity index requirement for crushed gravel and crushed stone may be waived if the ratio of the percent passing the No. 200 sieve to that passing the No. 40 sieve is 0.60 or less.

The plasticity index shall be determined by the method given in AASHTO T90. Where shale in any form exists in the producing ledges, crushed stone samples shall be soaked a minimum of eighteen hours before processing for plasticity index or minus No. 40 material. When clay material is added to adjust the plasticity index, the clay material shall be in a minus No. 4 sieve size.

CONSTRUCTION METHODS

- <u>208515-3.1</u> <u>GENERAL</u>. All work involved in clearing and stripping of quarries and pits, including the handling of unsuitable material, shall be performed by the Contractor at his own expense. The aggregate material shall be obtained from approved sources. The material shall be handled in a manner that shall secure a uniform and satisfactory product.
- <u>208515-3.2</u> <u>EQUIPMENT</u>. All equipment necessary for the proper construction of this Work shall be on the Project, in first-class working condition, and approved by the Resident Engineer before construction is permitted to start. Equipment available shall meet the requirements of IDOT Standard Specifications for Road and Bridge Construction, adopted April 1, 2016, Article 206.03, of Section 206, Granular Embankment, Special.

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- <u>208515-3.3</u> <u>PREPARING UNDERLYING COURSE</u>. The underlying subgrade shall be checked and accepted by the Resident Engineer before placing and spreading operations are started. The subgrade shall be free of ruts, objects and debris.
- <u>PLACING AND SPREADING</u>. The depositing and spreading of the material shall commence where designated and shall progress without breaks. The material shall be deposited and spread in lanes in a uniform layer and without segregation of size to such loose depth that, when compacted, the layer shall have the required thickness. The aggregate shall be spread by spreader boxes or other approved devices or methods that shall spread the aggregate in the required amount to avoid or minimize the need for re-handling the material and to prevent the rutting of the underlying subgrade. Hauling over the un-compacted material shall not be permitted.

The coarse aggregate material shall be placed on the underlying subgrade in loose lifts of up to 10-inches. The aggregate, as spread, shall be of uniform gradation with no segregation or pockets of fine or coarse materials. No material shall be placed in snow or on a soft, muddy, or frozen underlying course. When more than one layer is required, the construction procedure described herein shall apply similarly to each layer.

The Contractor shall make tests to determine the relative and maximum density and the proper moisture content of the material, and this information will be available to the Resident Engineer. The material shall have a satisfactory moisture content when rolling is started, and any minor variations prior to or during rolling shall be corrected by sprinkling or aeration, if necessary.

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

<u>FINISHING AND COMPACTING.</u> After spreading, the aggregate shall be thoroughly compacted by rolling. The rolling shall progress gradually from the sides to the center of the lane under construction, or from one side toward previously placed material by lapping uniformly each preceding rear wheel track by one-half the width of such track. Rolling shall continue until the stone is thoroughly set, the interstices of the material reduced to a minimum, and creeping of the stone ahead of the roller is no longer visible. Rolling shall continue until the material has been compacted to not less than 100 percent of the standard laboratory density. Blading and rolling shall be done alternately, as required or directed, to obtain smooth, even and uniformly compacted backfill.

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

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

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

<u>208515-3.6</u> PROTECTION. Work on the embankment shall not be accomplished during freezing temperatures nor when the subgrade is wet. When the aggregates contain frozen materials or when the underlying course is frozen, the construction shall be stopped.

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

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<u>208515-3.7</u> <u>MAINTENANCE</u>. The embankment shall be properly drained at all times. If cleaning is necessary, any work or restitution necessary shall be at the expense of the Contractor.

METHOD OF MEASUREMENT

208515-4.1 The Porous Granular Embankment to be paid for shall be measured in place and the volume computed in cubic yards for material placed and accepted, and shall be determined from the dimensions given on the Plans or dimensions ordered by the Resident Engineer. Excavation for material placement will be measured for pavement under Item 152.

BASIS OF PAYMENT

<u>208515-5.1</u> Payment will be made at the Contract unit price per cubic yard for Porous Granular Embankment. This price shall be full compensation for furnishing all materials and for the preparation, hauling, and placing of these materials, and for all labor, equipment, tools and incidentals necessary to complete the item.

Payment will be made under:

Item AR208515 Porous Granular Embankment - per cubic yard.

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FLEXIBLE BASE COURSES

ITEM 209

CRUSHED AGGREGATE BASE COURSE

Revise Item 209 of the Standard Specifications as follows:

<u>209-1.1</u> <u>DESCRIPTION</u>. Add the following:

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

MATERIALS

<u>209-2.1</u> <u>GRADATION</u>. Add the following:

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

CONSTRUCTION METHODS

<u>209-3.4</u> <u>FINISHING AND COMPACTING</u>. Add the following after the first paragraph:

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

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

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

METHOD OF MEASUREMENT

209-4.3 Delete this Section.

BASIS OF PAYMENT

209-5.1 Add the following:

"Payment will be made under:

"Item AR209608 Crushed Agg. Base Course - 8" - per square yard."

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FLEXIBLE SURFACE COURSES

ITEM 401

BITUMINOUS SURFACE COURSE - SUPERPAVE

(Central Plant Hot Mix)

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

<u>401-1.1</u> <u>DESCRIPTION</u>. Add the following paragraphs:

"Item 603 Bituminous Tack Coat shall be placed between this item and the existing or new Bituminous Base Course, and between the first and any subsequent lifts for this item, if applicable, in accordance with Item 603, and as approved by the Resident Engineer. Tack Coat shall Not be deleted.

"For purposes of materials, design and testing criteria, this item is to be constructed for Traffic Mix Automobile - Entrance Roads and Parking Lots, and for Method I - Under 2,500 tons/pay item. PG 64-22 Performance Graded asphalt shall be used.

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

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

COMPOSITION

401-3.2 JOB MIX FORMULA. Add the following:

"This item is to be designed for Traffic Mix Automobile - Entrance Roads and Parking Lots.

<u>401-3.4</u> <u>TEST SECTION</u>. Delete this Section (Test Section not required).

CONSTRUCTION METHODS

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

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

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

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

<u>401-4.16</u> <u>SURFACE TESTS</u>. Add the following:

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

<u>401-4.17</u> <u>SAMPLING PAVEMENT</u>. Add the following to the end of this Section:

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

BASIS OF PAYMENT

401-6.1 Add the following:

"Payment will be made under:

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

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BITUMINOUS PAVEMENT MILLING

Revise Item 401650 of the Standard Specifications follows:

DESCRIPTION

401-1.1 Add the following:

"Pavement milling necessary for butting new pavement with existing pavement to remain will be measured for pavement under this item."

METHOD OF MEASUREMENT

401-4.1 Delete the last sentence of this Section and replace with the following:

"Pavement milling necessary for butting new pavement with existing pavement to remain will be measured for pavement under this item."

BASIS OF PAYMENT

401-5.1 Add the following:

"Payment will be made under:

"Item AR401650 Bituminous Pavement Milling - per square yard."

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SAW & SEAL BITUMINOUS JOINTS

DESCRIPTION

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

MATERIALS

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

CONSTRUCTION METHODS

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

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

Payment will be made under:

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

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BITUMINOUS PAVEMENT SAWING

DESCRIPTION

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

CONSTRUCTION METHODS

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

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

Payment will be made under:

Item AR401665 Bituminous Pavement Sawing - per linear foot.

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REMOVE AND REPLACE BITUMINOUS PAVEMENT

GENERAL

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

MATERIALS

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

a.	Bituminous Pavement Sawing	Item 401665
b.	Subgrade Backfill	(As required)
C.	Crushed Aggregate Base Course	Item 209
d.	Bituminous Prime Coat	Item 602
e.	Bituminous Tack Coat	Item 603

CONSTRUCTION METHODS

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

- a. <u>Saw Cut</u>. The limits of pavement to be removed and replaced will be marked by the Resident Engineer. Initial and secondary saw cuts shall be performed as shown in the Plans. It shall be the Contractor's responsibility to determine the depth of pavement prior to saw cutting to provide a full depth cut. Saw cutting will be measured separately for payment under Item 401665.
- b. <u>Removal</u>. The HMA surface and base material and the crushed aggregate material, to the depths shown on the Plans, shall be excavated and disposed of by the Contractor at an off-Airport location. No additional compensation will be made for hauling and disposal of the removed material. During removal, should any of the pavement to remain be damaged, the damaged pavement shall be replaced in a manner satisfactory to the Resident Engineer. However, this additional pavement replacement shall not be measured for payment.
- c. <u>Subgrade Inspection</u>. The subgrade will be inspected by the Engineer for its suitability. Should removal and replacement of unsuitable subgrade be required, excavation and backfill with suitable Item 152 material shall be paid under Item 152.
- d. <u>Crushed Aggregate Base Course</u>. Crushed Aggregate Base Course shall be constructed as specified in Item 209. Thickness shall match the existing aggregate base course thickness minimum thickness to be furnished shall be eight (8.0) inches.
- e. <u>Bituminous Prime Coat</u>. Bituminous prime coat shall be applied to the aggregate base as specified in Item 602.

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- f. <u>Bituminous Tack Coat</u>. Bituminous tack coat shall be applied to each successive layer of Bituminous base/surface course and between the Bituminous lifts, as specified in Item 603.
- g. <u>Bituminous Base Course</u>. New Bituminous Base course shall be constructed in accordance with Item 403. The thickness of Base/Surface course shall match the existing pavement, but shall not be less than four (4.0) inches. The maximum thickness of any one lift of Base/Surface course shall not exceed three (3) inches.

METHOD OF MEASUREMENT

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

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

BASIS OF PAYMENT

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

Payment will be made under:

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

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BITUMINOUS BASE COURSE - SUPERPAVE

(Central Plant Hot Mix)

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

<u>403-1.1</u> <u>DESCRIPTION</u>. Add the following paragraphs:

"The Bituminous Base Course for all new pavements shall be placed upon an aggregate base prepared in accordance with Item 602 Bituminous Prime Coat (MC-30). Prime Coat shall Not be deleted.

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

"For purposes of materials, design and testing criteria and test section, this item is to be constructed for Traffic Mix Automobile - Entrance Roads and Parking Lots, and for Method I - Under 2,500 tons/pay item. PG 64-22 Performance Graded asphalt shall be used.

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

COMPOSITION

403-3.2 JOB MIX FORMULA. Add the following:

"This item is to be designed for Traffic Mix Automobile - Entrance Roads and Parking Lots.

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

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CONSTRUCTION METHODS

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

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

403-4.13 ACCEPTANCE TESTING OF HMA MIXES FOR DENSITY. Add the following as the first Paragraph:

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

<u>403-4.14</u> <u>SURFACE TESTS</u>. Add the following:

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

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

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

BASIS OF PAYMENT

<u>403-6.1</u> Add:

"Payment will be made under:

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

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MISCELLANEOUS

ITEM 602

BITUMINOUS PRIME COAT

Revise Item 602 of the Standard Specifications as follows:

DESCRIPTION

<u>602-1.2</u> <u>QUANTITIES OF BITUMINOUS MATERIAL</u>. Add the following:

"MC-30 shall be used. The quantity of prime coat shown in the Plans is based upon the application of 0.30 gallon per square yard of area. Prime coat application SHALL be required, regardless of weather or the condition of the underlying aggregate base course."

CONSTRUCTION METHODS

Add:

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

METHOD OF MEASUREMENT

Add the following paragraph to this Section:

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

BASIS OF PAYMENT

602-5.1 Add the following:

"Payment will be made under:

"Item AR602510 Bituminous Prime Coat - per gallon."

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BITUMINOUS TACK COAT

Revise Item 603 of the Standard Specifications as follows:

DESCRIPTION

<u>603-1.2</u> <u>QUANTITIES OF BITUMINOUS MATERIAL</u>. Add the following:

"The quantity of tack coat shown in the Plans is based upon the application of 0.15 gallon per square yard of area, per lift. Each specified tack coat application SHALL be required, regardless of condition of the underlying pavement."

CONSTRUCTION METHODS

Add:

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

METHOD OF MEASUREMENT

Add the following paragraph to this Section:

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

BASIS OF PAYMENT

603-5.1 Add the following:

"Payment will be made under:

"Item AR603510 Bituminous Tack Coat - per gallon."

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STRUCTURAL PORTLAND CEMENT CONCRETE

Revise Item 610 of the Standard Specifications as follows:

DESCRIPTION

610-1.1 Add the following:

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

CONSTRUCTION METHODS

610-3.16 CURING AND PROTECTION. Add the following:

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

BASIS OF PAYMENT

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

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PAVEMENT MARKING

Revise Item 620 of the Standard Specifications as follows:

MATERIALS

<u>620-2.2</u> <u>PAINT</u>. Add the following as the first Paragraph:

"Permanent yellow, blue, and white markings shall be of waterborne material. Yellow paint shall conform to Federal Standard No. 595, color 33655. Blue paint shall conform to Federal Standard No. 595, color 35095. White paint shall conform to Federal Standard No. 595, color 37925."

CONSTRUCTION METHODS

<u>620-3.3</u> <u>PREPARATION OF SURFACE</u>. Add the following:

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

<u>APPLICATION</u>. Revise the first sentence in the second Paragraph of this Section to read:

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

620-3-7 PAVEMENT MARKING REMOVAL. Add the following to this Section:

"Only high-pressure or ultra-high-pressure water blasting shall be used. Sand blasting, shot blasting, or surface grinding shall NOT be permitted on pavements that are not to be overlain in this Project. Removal methods shall also adhere to the recommendations of Chapter 5 of Airfield Marking Handbook, Report IPRF 01-G-002-05-1, Innovative Pavement Research Foundation, September, 2008."

BASIS OF PAYMENT

620-5.1 Add the following:

"Payment will be made under:

"Item AR620520 Pavement Marking - Waterborne - per square foot."

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ROADWAY SIGNAGE

GENERAL

910-1.1 This work shall consist of furnishing, fabricating, and/or installing sign panels, complete with sign faces, legend, and supplemental panels, on metal posts, as detailed and shown in the Plans.

This item also includes the removal of existing signs at the locations shown in the Construction Plans or as directed by the Resident Engineer.

MATERIALS

910-2.1 Materials for sign panels shall be in according to Article 720.02 of IDOT Standard Specifications for Road and Bridge Construction, adopted April 1, 2016 for sign panels, and Article 729.02 of IDOT Standard Specifications for Road and Bridge Construction, adopted April 1, 2016, for metal post. Metal post shall be Type B.

CONSTRUCTION REQUIREMENTS

910-3.1	SIGN PANEL AND ASSEMBLY TYPES. The three types of individual panels are defined by surface area according to the following descriptions:
	☐ Type 1 – 9 square feet (0.84 sq m) or less.
	☐ Type 2 – Over 9 square feet (0.84 sq m) and less than 24 square feet (2.2 sq m).
	☐ Type 3 – 24 square feet (2.2 sq m) or more.
	The surface area is determined by calculating the area of the smallest rectangle, measured from edge-to-edge (horizontally and vertically), that will circumscribe an individual sign, except in the case of a triangular sign. The area of a triangular sign shall be the net triangular area.
	A sign panel assembly is composed of one or more sign panels mounted individually or as a group. The two

A sign panel assembly is composed of one or more sign panels mounted individually or as a group. The two types of sign panel assemblies are defined by the total surface area of the individual sign panels according to the following descriptions:

Type A assemblies are composed of Type 1 sign panels with a total sign panel area of 9 square feet (0.84
sq m) or less.

Type B assemblies are composed of Type 1 or Type 2 sign panels with a total sign panel area over 9 square feet (0.84 sq m).

Where any sign legend dimensions shown in the plans conflict with the sign legend manufacturer's recommendations, the dimensions shown in the plans or as determined by the Engineer shall govern.

The backs of all sign panels shall be metal stamped, engraved, etched, decal, or otherwise marked in a manner designed to last as long as the sign face material, in letters and numerals at least 3/8 inch (9.5 mm) but no more than 3/4 inch (19 mm) in height with the month and year of manufacture, the name of the sign manufacturer, and the initials IDOT.

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When standard signs designated by letters and numbers are to be furnished, they shall be according to the MUTCD. Detailed drawings of signs with an "I" preceding the sign designation code are available from the Engineer of Operations. Detailed drawings of all other standard signs are available from the Federal Highway Administration (HTO-20), Washington, D.C. 20590.

910-3.2 <u>SIGN PANEL INSTALLATION</u>. Sign panels shall be installed using all required supporting channels and mounting hardware specified.

All sheet aluminum sign panels and supporting panels shall be mounted to the sign posts or supporting channels with 5/16 inch (M8) stainless steel, zinc, or cadmium plated steel hex head bolts with lock nuts. For design panels 9 square feet (0.84 sq m) or greater in area, flat steel fender washers shall be placed next to the bolt head and the nut. A 1/8 inch (3 mm) thick nylon washer shall be placed between the metal washer and the sign face. For sign panels less than 9 square feet (0.84 sq m) in area, standard steel flat washer shall be placed next to the bolt head and nut. A nylon washer shall be placed between the metal washer and the sign face.

Supporting channels shall be used to brace sign panels mounted permanently on:

- (a) Single posts when the sign width is greater than 36 inch (900 mm).
- (b) More than one post when the distance between the posts is greater than 4 feet (1.2 m).

Horizontal supporting channels used to brace individual signs shall be located using the mounting holes pre-punched in the sign blank.

All bolts and nuts shall have National Coarse Thread (UNC).

When a Type 2 panel is to be installed above or below a Type 3 panel, all materials shall be the same as those used for the Type 3 panel. The Contractor shall use the same type of sign base material and sign legend throughout this work.

When the plans require auxiliary sign panels or route shields to be installed on a Type 3 sign panel, they shall be fabricated using a sign base according to Article 1090.01 of IDOT Standard Specifications for Road and Bridge Construction, adopted April 1, 2016, and a sign face according to Article 1091.01 of IDOT Standard Specifications for Road and Bridge Construction, adopted April 1, 2016.

<u>METAL POST INSTALLATION</u>. The metal posts may be driven by hand or mechanical means to a minimum depth of 3.5 feet (1.0 m) for Type A or 4.0 feet (1.2 m) for Type B. The depths shall be measured from the ground line. The post shall be protected by a suitable driving cap and when required by the Engineer, the material around the post shall be compacted after driving.

For posts located in existing or new pavement, the metal post shall be installed through a round, cored hole made through the existing or new pavement of a sufficient diameter to facilitate the installation and future sign maintenance/replacement. After the installation has been accepted, IDOT-approved non-shrink grout shall be placed in the core hole, flush with the pavement surface. The cost for pavement coring and for backfill with non-shrink grout shall not be measured for payment, but shall be incidental to the Contract unit price for Roadway Sign or Handicap Sign.

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Scratching, chipping, or other damage to the posts shall be avoided during handling and installation. If chips and/or scratches occur, the areas shall be re-coated in the field by a method meeting the coating manufacturer's recommendations. Chips and scratches totaling more than five percent of the surface area of any one post and/or more than five percent of the surface area in any 1 foot (300 mm) segment of any one post shall be cause for rejection of the post.

When the post specified is too long, the Contractor may choose to cut the post to the required length or increase the embedment. Any post cut shall be installed with the cut end at the bottom.

<u>EXISTING SIGN REMOVAL.</u> Existing signs and posts shall be removed, as noted in the Construction Plans and as directed by the Resident Engineer. The sign panels, posts and salvageable hardware shall be removed and delivered to the Airport Owner, unless the Airport Owner determines that the Contractor should dispose of these materials off-site, with such disposal incidental to the sign removal.

METHOD OF MEASUREMENT

910-4.1 The number of Roadway Sign or Handicap Sign to be paid shall be the number of signs counted and measured as one unit, in place, accepted and completed, by each unit. A sign with more than one sign panel and/or more than one metal post will be counted as one sign.

Signs removed shall be measured as each per complete unit.

BASIS OF PAYMENT

Payment for Roadway sign and Handicap Sign will be made at the Contract unit price per each, measured as one unit and accepted. Payment for Remove Roadway Sign will be made at the Contract Unit Price per each unit, removed, delivered to an on-site location (or disposed of if directed by Airport Owner), and accepted. These prices shall be full compensation for furnishing all materials and for the preparation, hauling, and placing of these materials, for furnishing equipment, and for all labor, equipment, tools and incidentals necessary to complete the items as specified.

Payment will be made under:

Item AR910200 Roadway Sign - per each. Item AR910230 Handicap Sign - per each.

Item AR910915 Remove Roadway Sign - per each.

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DIVISION IV

DRAINAGE

ITEM 701

PIPE FOR STORM SEWERS AND CULVERTS

Revise Item 701 of the Standard Specifications as follows:

METHOD OF MEASUREMENT

701-4.2 Delete this Section

701-4.3 Delete this Section.

BASIS OF PAYMENT

701-5.1 Add the following:

"Payment will be made under:

"Item AR701518 18" RCP, Class IV - per linear foot."

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PIPE UNDERDRAINS FOR AIRPORTS

Revise Item 705 of the Standard Specifications as follows:

<u>705-1.1</u> <u>DESCRIPTION</u>. Add the following:

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

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

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

MATERIALS

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

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

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

Add:

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

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

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Add:

705-2.16

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

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

Add:

705-2.17 RAPID SETTING FLOWABLE MORTAR. Rapid-setting flowable mortar used in underdrain structure adjustment and for water proofing the pipe connections to the underdrain cleanout and inspection hole shall be

Dayton-Superior HD-50, Five Star Highway Patch, or approved equal.

Add:

705-2.18 FRAMES AND LIDS. Frames and lids shall be manufactured in the United States of U.S.-made steel, and of the type and size shown in the Plans. Bolts and washers for bolted frame and lid/grate assemblies shall be

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

CONSTRUCTION METHODS

705-3.7 CONNECTIONS. Add the following:

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

Add:

705-3.10 REMOVE EXISTING CLEANOUT STRUCTURES. Existing cleanout structures shall be removed as shown in

the Plans and as directed by the Resident Engineer. The concrete structure shall be disposed off an off-site location, with the disposal cost incidental to Remove Underdrain Cleanout. The pipe tubing shall be carefully cut to the indicated location and the pipe removed for the distance shown on the Plans or as directed by the Resident Engineer. New couplings shall be furnished for all pipe to be extended or rerouted. All pipe ends to remain that are not to be extended shall be provided with end caps installed in accordance with the manufacturer's recommendations. End caps and couplings used in this Work shall not be paid for separately but shall be included in the Contract unit price for Remove Underdrain Cleanout.

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METHOD OF MEASUREMENT

705-4.1 Add the following:

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

BASIS OF PAYMENT

705-5.1 Add the following:

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

"Payment will be made under:

"Item AR705506 6" Perforated Underdrain - per linear foot.
Item AR705630 Underdrain Inspection Hole - per each.
Item AR705640 Underdrain Cleanout - per each.

Item AR705904 Remove Underdrain Cleanout - per each."

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MANHOLES, CATCH BASINS, INLETS AND INSPECTION HOLES

Revise Item 751 of the Standard Specifications as follows:

DESCRIPTION

<u>751-1.1</u> Add the following to the first paragraph:

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

Add the following:

"This item shall also include the adjustment of the height of, and the replacement of frames and grates on, existing manholes at the location and as detailed in the Construction Plans, or as directed by the Resident Engineer.

"This item shall also include the construction of a concrete collar around the inlet frame and grate, after the frame has been set to the proposed grade at the location shown in the Construction Plans, or as directed by the Resident Engineer."

MATERIALS

<u>751-2.3</u> <u>CONCRETE</u>. Add the following:

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

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

"The frames and grates for inlets and manholes shall be of the size and type specified. The frames and grates for new inlets and manholes shall be included in the Contract unit price for inlets and manholes. **Bolts and washers for bolted frame and lid/grate assemblies, if specified, shall be <u>stainless steel</u>.**

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

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

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

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Add:

<u>751-2.9</u>

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

CONSTRUCTION METHODS

Add:

751-3.11

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

Add:

751-3.12

ADJUST MANHOLE AND REPLACE CASTING. Manhole adjustment shall include the removal of the existing frame and grate, and its disposal off-site at the Contractor's expense. When the rim elevation is raised, pre-cast adjusting rings, meeting IDOT approval, shall be used to set the new frame and grate at the specified elevation. When lowering the rim elevation, the manhole top shall be removed and the structure walls uniformly sawed to the required elevation. When placing the manhole top, the cut surfaces shall be leveled and cleaned, and the top set on the manhole in accordance with Item 751. When setting the new frame, the frame and any adjusting rings shall be set in cement mortar, as elsewhere specified for Item 751. The frame shall be set to the pavement slope specified for the manhole location. The unit shall be set firm and secure, level and waterproofed with mortar cement. The frame and lid shall be tightened firmly. If required by grades, crushed aggregate meeting the gradation for Item 209 shall be used between the manhole top slab and the pavement. All work associated with the removal of the existing frame and grate, the installation of adjusting rings to achieve the new final rim elevation, concrete wall sawing, furnishing the new frame and grate; all mortaring and waterproofing, and; establishment of the final aggregate base elevation, shall be included in Item AR751943.

METHOD OF MEASUREMENT

751-4.1 Add the following:

"The number of manholes adjusted and frame and grates replaced shall be the number of manholes adjusted and frame and grate units installed and accepted as one unit.

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

BASIS OF PAYMENT

751-5.1 Add the following:

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

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"Payment will be made under:

"Item AR751412 Inlet-Type B - per each.
Item AR751943 Adjust Manhole - per each."

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CONCRETE GUTTERS, DITCHES AND FLUMES

Revise Item 754 of the Standard Specifications as follows:

DESCRIPTION

754-1.1 Add the following:

"This item shall also consist of removal of concrete combination curb and gutter, and the replacement of concrete combination curb and gutter."

MATERIALS

<u>754-2.2</u> <u>JOINTS</u>. Add the following:

"Sawed contraction and construction joints and expansion joints shall be filled with filler and joint sealant as detailed in the Plans. No separate payment shall be made for joint sawing, joint filler or sealant, as this work shall be incidental to Paved Ditch or Comb. Concrete Curb & Gutter."

Add:

<u>STEEL REINFORCEMENT</u>. Concrete reinforcing shall consist of deformed bars of either structural, intermediate, or hard grade billet steel meeting AASHTO M 31ASTM A 706; deformed bars of rail steel meeting AASHTO M 42; or welded wire fabric meeting AASHTO M-55ASTM A 185, of the size and type detailed in the Plans. To qualify as deformed, bars shall conform to the requirements of AASHTO M-137.

CONSTRUCTION METHODS

Add:

<u>JOINTS, JOINT PREPARATION AND SEALING.</u> Construction and contraction joints and expansion joints shall be furnished and sealed with an IDOT-approved joint sealer suitable for this application, as detailed in the Plans. No separate payment shall be made for joint sawing, joint filler or sealant, as this work shall be incidental to Paved Ditch or Comb. Concrete Curb & Gutter.

METHOD OF MEASUREMENT

754-4.1 Add the following:

"Combination curb and gutter removed shall be measured by the number of linear feet removed and accepted, measured prior to removal."

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BASIS OF PAYMENT

754-5.1 Add the following paragraphs:

"Payment will be made at the Contract unit price per linear foot for Remove Combination Curb and Gutter, completed and accepted in accordance with the Plans and these Specifications. This price shall be full compensation for furnishing all materials and for all preparation, excavation, backfilling and installation of these materials, for all jointing, and for all labor, equipment, tools and incidentals necessary to complete the item.

"Payment will be made under:

"Item AR754410 Comb. Concrete Curb & Gutter - per linear foot. Item AR754904 Remove Comb. Curb & Gutter - per linear foot."

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DIVISION V

TURFING

ITEM 901

SEEDING

Revise Item 901 of the Standard Specifications as follows:

MATERIALS

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

"Minimum Amount of Common Name	Pure Live Seed per Acre
Shadow II Chewings Fescue - Festuca commutate Quattro Sheep Fescue - Festuca ovina Rhino Hard Fescue - Festuca brevipila (F. longifolia) Henry Hard Fescue - Festuca brevipila (F. longifolia) Sea Fire Slender Creeping Red Fescue - Festuca rubra Kent Creeping Red Fescue - Festuca rubra, subsp. rubra	53 Pounds 53 Pounds 26 Pounds 26 Pounds 26 Pounds 26 Pounds 26 Pounds
Gulf Annual Rye Grass - Lolium multiflorum	10 Pounds
T. 1.1	000 D

Total 220 Pounds per Acre

Delete the third and fourth Paragraphs.

Add the following:

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

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

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

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

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

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<u>901-2.2</u> <u>LIME</u>. Replace this Section with the following:

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

901-2.3 FERTILIZER. Delete this Section.

CONSTRUCTION METHODS

<u>ADVANCE PREPARATION AND CLEANUP.</u> Add the following as the first Paragraph:

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

Add the following sentence to the second Paragraph:

"Soil shall be prepared to have clods no more than 1½ inches on any side to ensure adequate seed-soil contact."

Add the following paragraphs:

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

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

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

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

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

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

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

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

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

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

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

BASIS OF PAYMENT

901-5.1 Add the following:

"Payment will be made under:

"Item AR901510 Seeding - per acre."

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TOPSOILING

Revise Item 905 of the Standard Specifications as follows:

DESCRIPTION

905-1.1 Add the following:

"Topsoil shall be from on-site and created by stripping of topsoil from within the grading limits shown in the Plans and placed in its final position or stockpiled for re-distribution at locations designated by the Contractor and approved by the Resident Engineer. Stripping of the topsoil and placing in-place and/or in temporary stockpiles shall be paid under Item AR152410. Topsoil movement shall be paid only once."

MATERIALS

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

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

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

Add the following as the last Paragraph:

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

CONSTRUCTION REQUIREMENTS

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

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

METHOD OF MEASUREMENT

905-4.2 Delete this Section.

BASIS OF PAYMENT

<u>905-5.1</u> Replace this Paragraph with the following:

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

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IDA PROJECT NO. LOT-4630 CONTRACT NO. LE052

"Payment will be made under:

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

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MULCHING

Revise Item 908 of the Standard Specifications as follows:

DESCRIPTION

908-1.1 Add the following:

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

MATERIALS

908-2.1 MULCH MATERIAL. Delete the first Paragraph and replace with the following:

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

Delete Subparagraphs A, B and C.

Add the following to Paragraph D., Hydraulic Mulch:

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

CONSTRUCTION METHODS

908-3.1 MULCHING. Add the following:

"Hydraulic mulch shall be applied as specified herein for Heavy Duty applications."

BASIS OF PAYMENT

908-5.1 Add the following:

"Payment will be made under:

"Item AR908510 Mulching - per acre."

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DIVISION VI

LIGHTING INSTALLATION

ITEM 110

INSTALLATION OF AIRPORT UNDERGROUND ELECTRICAL DUCT

Revise Item 110 of the Standard Specifications as follows:

DESCRIPTION

110-1.1 Add the following:

"This item of work shall consist of the extension of **existing 2-way, concrete encased ducts(currently empty)**, as shown in the Construction Plans, and as directed by the Resident Engineer."

Add:

110-1.2 REFERENCES.

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

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Add:

- SHOP DRAWINGS. The Contractor shall furnish shop drawings for approval before ordering equipment and/or materials. Shop drawings are required for each type of conduit or duct to be used on the project. Shop drawings shall be clear and legible. Copies that are illegible will be rejected. 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 in accordance with the AIP Buy American Requirements will be rejected. See the FAA website at: http://www.faa.gov/airports/aip/buy_american/ for more information on the AIP 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. See website at: http://www.faa.gov/airports/aip/buy_american/media/nationwide-Buy-American-Waivers-Issued.pdf for a list of Nationwide Buy American Waivers issued by the FAA.
 - B. Any steel used in any materials under this item shall be from steel made in the United States and meet the requirements of (30 ILCS 565/) Steel Products Procurement Act; a manufacturer's certification of domestic source must be furnished.
 - C. In order to expedite the shop drawing review, inspection and/or testing of materials and equipment, the Contractor shall furnish complete statements to the Project Engineer as to the origin and manufacturer of all materials and equipment to be used in the work. Such statements shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials and equipment.
 - D. Indicate the pay item number for each respective conduit or duct.
 - E. Shop drawings shall include conduit and/or duct cut sheets with type, size, specifications, UL listing, manufacturer, and catalog or part number.
 - F. Provide manufacturer's literature confirming the respective duct to be bored is suitable for directional boring with the respective Shop Drawing submittal.
 - G. Provide certification that the respective steel conduits used on this project meet the requirements of (30 ILCS 565/) Steel Products Procurement Act.
 - H. Provide certification that the respective plastic conduits used on this project are manufactured from domestic materials.

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EQUIPMENT AND MATERIALS

110-2.1 GENERAL. Add the following:

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

"A. Conduit for concrete encased duct shall be 4-inch Schedule 40 (minimum) Polyvinyl Chloride (PVC) or 4-inch Schedule 40 (minimum) High-Density Polyethylene (HDPE)."

110-2.3 PLASTIC CONDUIT. Add to this Section:

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

"A. Conduits for concrete encasement shall be Schedule 40 PVC, UL-listed or ETL listed, rated for 90°C cable, conforming to NEMA Standard TC-2 and UL 651, listed suitable for concrete encasement or Schedule 40 (minimum) HDPE conduit, UL-listed, conforming to NEMA Standard TC-7 and UL 651B and listed suitable for concrete encasement."

Add:

<u>DUCT SPACERS.</u> Provide duct spacers to provide proper separation of conduits installed in concrete encased duct. Duct spacers shall be designed to provide 3" separation of conduits. Duct spacers shall be suitable for the respective size and quantity of ducts, by Underground Devices Incorporated Wunpeece Series, Carlon, or approved equal.

CONSTRUCTION METHODS

110-3.1 GENERAL. Add to this Section:

"The proposed conduits and ducts shall be constructed at the locations and in accordance with the details shown on the Construction Plans. Ducts shall be installed at the depth that the top of the finished duct passes more than 12-inches below the pavement section or bottom of underdrain piping. Where detailed on the Plans or where required to avoid obstructions, ducts shall be buried deeper. Where concrete-encased duct interfaces to directional-bored duct at a pavement crossing, the concrete encasement shall be installed up to the respective pavement edge. Where concrete-encased duct interfaces to an electrical handhole or manhole, the concrete encasement shall be installed up to the respective handhole or manhole. Provide bushings or bells at conduit terminations in electrical handholes or manholes. A pull wire will be left in the conduit if it is to be left vacant. The ends of the conduit will be sealed with approved plugs.

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

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<u>110-3.7</u> <u>RESTORATION</u>. Add to this Section:

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

Add:

110-3.8

LOCATING 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 shall also be immediately notified. Any damage to such mains and services shall be restored to service at once and paid for by the Contractor at no additional cost to the Contract.

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

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

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

METHOD OF MEASUREMENT

110-4.1 Add the following:

"The quantity of conduit to be paid for shall be the number of linear feet of ducts of the particular type installed and measured in-place, complete, and accepted by the Resident Engineer."

110-4.2 Delete this Section.

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BASIS OF PAYMENT

110-5.1 Revise this Section to read as follows:

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

"Payment will be made under:

"Item AR110551 Extend Duct - per linear foot."

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DIVISION VII

TESTING

<u>ITEM 611</u>

COMPACTION CONTROL TESTS

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

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