# 02A

Letting April 28, 2023

## Notice to Bidders, Specifications and Proposal



Springfield, Illinois 62764

Contract No. DU090 DuPage Airport West Chicago, Illinois DuPage County Illinois Project No. DPA-4979 SBG Project No. N/A

### Illinois Department of Transportation

- 1. TIME AND PLACE OF OPENING BIDS. Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 12:00 p.m. on April 28, 2023, at which time the bids will be publicly opened from the iCX SecureVault.
- 2. DESCRIPTION OF WORK. The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

Contract No. DU090 DuPage Airport West Chicago, Illinois DuPage County Illinois Project No. DPA-4979 SBG Project No. N/A

Airport Perimeter Road Resurfacing - W. Tower Road. & DuPage Drive

For engineering information, please contact Daniel L. Pape, P.E. of Crawford, Murphy & Tilly, Inc. at 630.820.1022.

#### 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 (Adopted April 1, 2012), become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.
- (b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.
- 4. AWARD CRITERIA AND REJECTION OF BIDS. This contract will be awarded within 90 calendar days to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the rules, Invitation for Bids and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to readvertise the proposed improvement, and to waive technicalities.

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

- 6. **DISADVANTAGED BUSINESS POLICY.** The DBE goal for this contract is <u>7.0</u>%.
- SPECIFICATIONS AND DRAWINGS. The work shall be done in accordance with the Illinois Standard Specifications for Construction of Airports (Adopted April 1, 2012), the Special Provisions dated <u>March 3, 2023</u>, and the Construction Plans dated <u>March 3, 2023</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 22 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

Omer Osman, Secretary

#### 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

Area Covered (Statewide)

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.

GOAL	Goal (percent)
Female Utilization	6.9
	APPENDIX B

Goals for Women apply nationwide

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	0	
	SMSA Counties: 1600 Chicago, IL -	19.6
	IL - Cook, DuPage, Kane, Lake, McHenry, Will	
	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	1.0
005		
085	SMSA Counties:	
	2040 Decatur, IL - IL - Macon	7.6
	7880 Springfield, IL - IL - Menard, Sangamon	4.5
	Non-SMSA Counties IL - Cass, Christian, Dewitt, Logan,	4.0
	Morgan, Moultrie, Scott, Shelby	
086	Quincy, IL: Non-SMSA Counties	2.4
	IL - Adams, Brown, Pike	3.1
	MO - Lewis, Marion, Pike, Ralls	
087	SMSA Counties:	
	1040 Bloomington - Normal, IL - IL - McLean	2.5
	6120 Peoria, IL - IL - Peoria, Tazewell, Woodford	4.4
	Non-SMSA Counties -	3.3
	IL - Fulton, Knox, McDonough, Marshall, Mason, Schuyler, Stark, Warren	
088		
	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 - IL - Henry, Rock Island	4.6
	IA - Scott	<b>3</b> 4
	Non-SMSA Counties - IL - Carroll, Hancock, Henderson, Mercer, Whiteside	3.4
	IA - Clinton, DesMoines, Henry, Lee, Louisa, Muscatine MO - Clark	

107	St. Louis, MO:	
	SMSA Counties:	
	7040 St. Louis, MO - IL -	14.7
	IL - Clinton, Madison, Monroe, St. Clair	
	MO - Franklin, Jefferson, St. Charles,	
	St. Louis, St. Louis City	
	Non-SMSA Counties	11.4
	IL - Alexander, Bond, Calhoun, Clay,	
	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	
	<b>T</b>	

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

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

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

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

#### 1. As used in these specifications:

- (a) "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- (b) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- "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 toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's or Subcontractor's 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.
- 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specified minority group of women is underutilized).
- 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- 11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- 14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy his requirement, Contractors shall not be required to maintain separate records.
- 15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

#### State of Illinois Department of Transportation

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

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

#### 1. General

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

#### 2. Equal Employment Opportunity Policy

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

#### 3. Equal Employment Opportunity Officer

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

#### 4. Dissemination of Policy

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

#### 5. Recruitment

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

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

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

#### 6. Personnel Actions

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

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

#### 7. Training and Promotion

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

#### 8. <u>Unions</u>

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, nonminority 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.

- 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 <a href="http://www.illinois.gov/idol/Pages/default.aspx">http://www.illinois.gov/idol/Pages/default.aspx</a>. 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 (BDE)

#### Effective: April 1, 2021 Revised: November 1, 2022

Submission of Payroll Records. The Contractor and each subcontractor shall, no later than the 15th day of each calendar month, file a certified payroll for the immediately preceding month to the Illinois Department of Labor (IDOL) through the Illinois Prevailing Wage Portal in compliance with the State Prevailing Wage Act (820 ILCS 130). The portal can be found on the IDOL website at <a href="https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx">https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx</a>. Payrolls shall be submitted in the format prescribed by the IDOL.

In addition to filing certified payroll(s) with the IDOL, the Contractor and each subcontractor shall certify and submit payroll records to the Department each week from the start to the completion of their respective work, except that full social security numbers shall not be included on weekly submittals. 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. The submittals shall be made using LCPtracker Pro software. The software is web-based and can be accessed at <a href="https://cptracker.com/">https://cptracker.com/</a>. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate option ("No Work", "Suspended", or "Complete") selected."

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 of material suppliers prior to the award of subcontracts or the consummation of material suppliers provisions of the Equal Opportunity clause, and that (s)he will retain such certifications in his/her files.

#### State of Illinois Department of Transportation

#### SPECIAL PROVISION FOR SECTION 80 PROSECUTION AND PROGRESS

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

#### 80-09 FAILURE TO COMPLETE ON TIME.

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

ADD:

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

#### State of Illinois Department of Transportation

#### SPECIAL PROVISION FOR SECTION 90 MEASUREMENT AND PAYMENT

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

#### 90-07 PARTIAL PAYMENTS.

#### DELETE: The entire section.

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

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

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

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

If a Contractor or subcontractor has defaulted on a loan issued under the Department's Disadvantaged Business Revolving Loan Program (20 ILCS 2705/2705-610) progress payments may be reduced pursuant to the terms of that loan agreement. In such cases, the amount of the estimate related to the work performed by the Contractor or subcontractor, in default of the loan agreement, will be offset, in whole or in part, and vouchered by the Department to the Working Capital Revolving Fund or designated escrow account. Payment for the work shall be considered as issued and received by the Contractor or subcontractor on the date of the offset voucher. Further, the amount of the offset voucher shall be a credit against the Department's obligation to pay the Contractor'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 or subcontractor of such offset.

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

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

#### 90-10 TRUST AGREEMENT OPTION.

DELETE: The entire section.

#### STATE OF ILLINOIS

#### SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Construction of Airports," adopted April 1, 2012, and the Special Provisions included herein which apply to and govern the airport improvement of: Airport Perimeter Road Resurfacing - W. Tower Road. & DuPage Drive at DuPage, Contract DU090, 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 <u>22 calendar days</u>, unless additional time is granted by the Engineer in accordance with the provisions of the specifications. In case of failure to complete the work on or before the time named herein, or within such extra time as may have been allowed by extensions, the bidder agrees that the Department of Transportation shall withhold from such sum as may be due him/her under the terms of this contract, the costs, as set forth in Section 80-09 Failure to Complete on Time of the Standard Specifications, which costs shall be considered and treated not as a penalty but as damages due to the State from the bidder by reason of the failure of the bidder to complete the work within the time specified in the contract.

#### CONSTRUCTION AIR QUALITY - DIESEL VEHICLE EMISSIONS CONTROL (BDE)

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

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

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

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

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

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

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

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

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

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

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

#### CONSTRUCTION AIR QUALITY - IDLING RESTRICTION (BDE)

Effective: April 1, 2009

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

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

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

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

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

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

Environmental Deficiency Deduction. When the Engineer is notified, or determines that an environmental control deficiency exists based on noncompliance 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: March 2, 2019

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

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

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

<u>OVERALL GOAL SET FOR THE DEPARTMENT</u>. 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.

<u>CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR</u>. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined 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, in the absence of unlawful discrimination and in an arena of fair and open competition, DBE companies can be expected to perform 7.0% 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 enough DBE participation has been obtained to meet the goal or,

(b) The bidder documents 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.

BIDDING PROCEDURES. Compliance with this Special Provision is a material bidding requirement and failure of the bidder to comply will render the bid not responsive.

The bidder shall submit a DBE Utilization Plan (form SBE 2026), and a DBE Participation Statement (form SBE 2025) for each DBE company proposed for the performance of work to achieve the contract goal, with the bid. If the Utilization Plan indicates the contract goal will not be met, documentation of good faith efforts shall also be submitted. 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. The required forms and documentation must be submitted as a single .pdf file using the "Integrated Contractor Exchange (iCX)" application within the Department's "EBids System".

The Department will not accept a Utilization Plan if it does not meet the bidding procedures set forth herein and the bid will be declared not responsive. In the event the bid is declared not responsive, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty and may deny authorization to bid the project if re-advertised for bids.

<u>GOOD FAITH EFFORT PROCEDURES</u>. The contract will not be awarded until the Utilization Plan is approved. All information submitted by the bidder must be complete, accurate and adequately document enough DBE participation has been obtained or document the 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. This means 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 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 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 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 the 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 it is otherwise eligible for award. If the Department determines 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 will also include a statement of reasons for the adverse 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 to cure the deficiency.

(c) The bidder may request administrative reconsideration of an adverse determination by emailing the Department at "DOT.DBE.UP@illinois.gov" within the five calendar days after the receipt of the notification of the determination. The determination shall become final if a request is not made on or before the fifth calendar day. 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 reviewed by the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person 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, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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

(a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.

(b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.

(c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the 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.

<u>CONTRACT COMPLIANCE</u>. 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 emailed to the Department at <u>DOT.DBE.UP@illinois.gov</u>.

(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, a new Request for Approval of Subcontractor will not be required. However, the Contractor must document efforts to assure 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 copies of DBE subcontracts to the Department upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.

(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) 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) The DBE is aware 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) 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 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 Contractor;

(3) The listed DBE subcontractor fails or refuses to meet the 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) The Contractor has determined the listed DBE subcontractor is not a responsible contractor;

(7) The listed DBE subcontractor voluntarily withdraws from the projects and provides written notice to the Contractor 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 Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE contractor was engaged or so that the 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 will provide a written determination to the Contractor stating whether or not good faith efforts have been demonstrated.

(f) <u>FINAL PAYMENT</u>. 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 30 calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement 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 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 may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department. The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.

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

Effective: June 2, 2012 Revised: November 1, 2021

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 Sunday through Saturday for each week reportable trucking activities occur.

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

#### SPECIAL PROVISION FOR SUBCONTRACTOR MOBILIZATION PAYMENTS

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

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

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

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

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

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

#### SPECIAL PROVISION FOR PAYMENTS TO SUBCONTRACTORS

Effective: November 2, 2017

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

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

provides that the time for payment required and the calculation of any interest due applies to transactions between subcontractors and lower-tier subcontractors and material suppliers throughout the contracting chain.

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

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

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

#### SPECIAL PROVISION FOR SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE)

Effective: April 2, 2018

Subcontractor and Disadvantaged Business Enterprise Payment Reporting

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

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

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

#### SPECIAL PROVISION FOR NPDES CERTIFICATION

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

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

The Airport Owner or its Agent will:

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

Prior to the issuance of the Notice-to-Proceed, for <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).

#### ILLINOIS WORKS APPRENTICESHIP INITIATIVE - STATE FUNDED CONTRACTS (BDE)

Effective: June 2, 2021 Revised: September 2, 2021

Illinois Works Jobs Program Act (30 ILCS 559/20-1 et seq.). For contracts having an awarded contract value of \$500,000 or more, the Contractor shall comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The goal of the Illinois Apprenticeship Works Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. The Contractor may seek from the Department of

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

#### **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 https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx 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** 

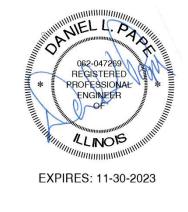
For

#### PERIMETER ROAD RESURFACING - W. TOWER ROAD & DUPAGE DRIVE

#### **ILLINOIS PROJECT: DPA-4979**

at

**DUPAGE AIRPORT** DUPAGE, ILLINOIS



March 3, 2023

Prepared By:

CRAWFORD, MURPHY & TILLY, INC. CONSULTING ENGINEERS 550 N. COMMONS DRIVE, SUITE 116 AURORA, ILLINOIS 60504 http://www.cmtengr.com



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#### **GENERAL**

These Special Provisions, together with applicable Standard Specifications, Rules and Regulations, Contract Requirements for Airport Improvement Projects, Payroll Requirements and Minimum Wage Rates which are hereto attached or which by reference are herein incorporated, cover the requirements of the State of Illinois, Department of Transportation, Division of Aeronautics for the construction of the subject project at the DuPage Airport, DuPage, Illinois.

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

The "Illinois Standard Specifications for Construction of Airports", dated April 1, 2012, State of Illinois Department of Transportation, Division of Aeronautics shall govern the project except as otherwise noted in these Special Provisions. In cases of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and shall govern. When noted within the Special Provisions, the "Illinois Department of Transportation Standard Specifications for Road and Bridge Construction", adopted January 1, 2022, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids.

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#### DIVISION I – GENERAL PROVISIONS (ILLINOIS STANDARD SPECIFICATIONS FOR CONSTRUCTION OF AIRPORTS)

#### SECTION 40 – SCOPE OF WORK

#### 40-05 MAINTENANCE OF TRAFFIC

ADD:

The Contractor shall be responsible for cleaning and maintaining all haul roads and use a pick-up type sweeper on all pavements and adjacent roadways utilized in hauling operations when material is tracked onto said pavement. <u>The Contractor shall have a sweeper on site and maintain all</u> **pavements clear of dirt and debris at all times or as requested by the Resident Engineer.** If the Contractor fails to comply with the Standard Specifications, Contract Plans or these Special Provisions concerning traffic control, the Resident Engineer shall execute such work as may be deemed necessary to correct deficiencies and the cost thereof shall be deducted from compensation due or which may become due the Contractor under the contract. The Contractor shall be responsible for supplying, maintaining and moving all barricades required for construction. The cost thereof shall <u>not</u> be paid for separately, but shall be considered incidental to the contract unit prices.

#### 40-09 AIRPORT OPERATIONS DURING CONSTRUCTION

ADD:

a. Construction Activity and Aircraft Movements

For construction activity to be performed in areas other than active operational areas, the storage and parking of equipment and materials, when not in use or about to be installed, shall not encroach upon active operational areas. In protecting operational areas, the minimum clearances maintained for runways shall be in conformance with Part 77 of the Federal Aviation Regulations.

All construction operations shall conform to the plans and in accordance with AC 150/5370-2 (Latest Edition) <u>Operational Safety on Airports during Construction</u>.

- b. Limitations on Construction
  - (1) Open flame welding or torch cutting operations shall be prohibited, unless adequate fire and safety precautions are provided.
  - (2) Open trenches, excavations and stockpiled material near any pavements shall be prominently marked with red flags and lighted by light units during hours of restricted visibility and/or darkness.
  - (3) Stockpiled material shall be constrained in a manner to prevent movement resulting from aircraft blast or wind conditions.
  - (4) The use of explosives shall be prohibited.
  - (5) Burning shall not be allowed.
- c. Debris

Waste and loose material capable of causing damage to aircraft landing gears, propellers, or being ingested in jet engines shall not be placed on active aircraft movement areas. Material tracked on these areas shall be removed continuously during the work. The Contractor shall provide garbage cans in employee parking areas and storage areas for debris.

#### SECTION 50 - CONTROL OF WORK

#### 50-06 CONSTRUCTION LAYOUT STAKES

DELETE:

Paragraphs A and B and replace with the following:

- A. The Resident Engineer will locate and reference three (3) control points within the limits of the project.
- B. A benchmark will be established along the project outside of construction lines.

#### ADD:

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

#### **RESPONSIBILITY OF THE CONTRACTOR**

ADD:

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

#### 50-10 INSPECTION OF THE WORK

ADD:

The Contractor shall provide portable flood lighting for nighttime construction. Sufficient units shall be provided so that work areas are illuminated to a level of five horizontal foot candles. The lighting levels shall be calculated and measured in accordance with the current standards of the Illumination Engineering Society. Lights shall be positioned so as not to interfere with Airport operations.

#### 50-12 LOAD RESTRICTIONS

ADD:

Contractor's use of the existing airfield and perimeter pavements by equipment and loaded trucks shall be minimized. Any damage to existing airfield, landside and perimeter pavements shall be

repaired by the Contractor at his own expense to the satisfaction of the Owner. Contractor shall obtain written permission from the Airport Owner to use any airfield pavements.

The Contractor shall not be allowed to use FAA access roads at any time.

#### 50-18 PLANS AND WORK DRAWINGS

#### DELETE:

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

REVISE the fifth paragraph to read:

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

REVISE the last paragraph to read:

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

PROJECT LOCATION:	DuPage Airport
PROJECT TITLE:	Perimeter Road Resurfacing – W. Tower Road & DuPage Drive
PROJECT NUMBERS:	IL Project: DPA-4979
CONTRACT ITEM:	(i.e. AR156520 Inlet Protection)
SUBMITTED BY:	(Contractor/Subcontractor Name)
DATE:	(Date Submitted)

#### SECTION 60 – CONTROL OF MATERIALS

#### 60-01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS

ADD: After the last paragraph

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

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

#### 60-03 CERTIFICATION OF COMPLIANCE

ADD:

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

#### 60-11 CERTIFICATION OF MATERIALS

ADD:

The Contractor shall certify all materials incorporated into the contract. Certification documentation shall be submitted to the Resident Engineer. It shall be the <u>sole</u> responsibility of the Contractor to ensure the submittal of adequate and accurate documentation in order to satisfy the contract material certification requirements <u>prior</u> to the delivery of the materials. Materials without certification or those with certification that demonstrates the materials do not meet the requirements of the plans and specifications shall be considered nonconforming and subject to the provisions of Section 50-02.

As a guide to the certification process and requirements, the Contractor shall use the Illinois Department of Transportation/Division of Aeronautics <u>MANUAL FOR DOCUMENTATION OF AIRPORT</u> <u>MATERIALS</u> dated April 1, 2010 or latest edition including any addendums. Copies of this manual are available by contacting Mr. William Eves - Division of Aeronautics at (217) 524-2362 or from their website at <u>http://www.idot.illinois.gov/home/resources/Manuals/Manuals-and-Guides</u>.

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

#### SECTION 70 – LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

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

ADD:

Special care shall be taken on all operations, and particularly near pavement edges, to avoid damage to edge lights and all underground electrical cable on the airport. The approximate location of existing underground cable is shown on drawings. Any airfield lights or cable that are broken and require replacement because of the Contractor's operations will be replaced by the contractor at his own expense.

Any airfield cable repairs or replacement to any part of the electrical system made necessary by the Contractor's operations will be made by him in the manner specified in Sections 108 and 125 at no cost to the airport. Cost of replacement to be borne by the Contractor shall include any expense incurred in locating as well as repairing or replacing damaged parts of the system by the owning agency.

It shall be the Contractor's responsibility to locate and protect all airport-owned utilities within the construction limits. This includes all electrical cables, storm sewer, drain tile, sanitary sewer and water main.

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

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

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

DU	PAG	e airf	PORT

Utility Service or Facility	<u>Contact (Person)</u>	<u>Contact (Phone)</u>
AT&T – Telephone Cables	J.U.L.I.E. (Joint Utility Locating Information for Excavators)	1-800-892-0123
ComEd - Electric Cables	J.U.L.I.E. (Joint Utility Locating Information for Excavators)	1-800-892-0123
City of West Chicago Water, Sanitary and Storm Sewer	Public Works – City of West Chicago	1-630-293-2255
NICOR - Gas Lines	J.U.L.I.E. (Joint Utility Locating Information for Excavators)	1-800-892-0123
FAA Control and Communication Cables	FAA Sector Office	1-630-587-7801

#### SECTION 80 – PROSECUTION AND PROGRESS

#### 80-03 NOTICE TO PROCEED

ADD:

The Notice to Proceed will not be given until all materials are certified by the Contractor to be available and on hand and meeting the Buy American requirements per the Contract Documents.

The Contractor shall submit a Safety Plan Compliance Document (SPCD) confirming compliance with the CSPP prior to the issuance of the Notice to Proceed as specified in the FAA AC 150/5370-2 (latest edition).

#### 80-05 LIMITATION OF OPERATIONS

ADD:

The Contractor shall not have access to any part of the active airfield (aprons, runways or taxiways) for any equipment or personnel without the prior approval of the Airport Manager.

#### 80-07 TEMPORARY SUSPENSION OF THE WORK

REVISE the second paragraph to read:

In the event that the Contractor is ordered by the Engineer to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the Engineer's order to suspend work to the effective date of the Engineer's order to resume the work. Claims for such compensation shall be filed with the Resident Engineer within the time period stated in the Engineer's order to resume work. The Contractor shall submit with his/her claim information substantiating the amount shown on the claim. The Resident Engineer will forward the Contractor's claim to the Division for their consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather, for suspension made at the request of the Engineer, or for any other delay provided for in the contract, plans, or specifications.

#### SECTION 90 – MEASUREMENT AND PAYMENT

#### 90-05 PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK

ADD the following to subsection B.7. Statements:

All statements of the cost of force account work shall be furnished to the Engineer not later than 60 days after completion of the force account work. If the statement is not received within the specified time frame, all demands for payment for the extra work are waived and the Division, Airport Owner and Local Sponsor are released from any and all such demands. It is the responsibility of the Contractor to ensure that all statements are received within the specified time regardless of the manner or method of delivery.

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

#### ITEM 150520 – MOBILIZATION

#### DESCRIPTION

#### <u>150-1.1</u>

REVISE the third paragraph to read:

This item also includes all efforts related to restoration of the project site, staging areas and haul roads as directed in the bidding documents at the conclusion of the job. This activity includes, but is not limited to, incidental grading, seeding and clean-up, as required to restore the project site to its original condition.

#### <u>150-3.1</u>

**REVISE**:

Paragraph (C) to the following:

B. When fifty percent of the original contract is earned, an additional 20 percent of the pay item will be paid.

ADD:

C. When 90 percent of the adjusted contract value is earned, an additional 15 percent of the pay item will be paid along with any bid amount in excess of six percent of the original contract amount up to 95% of the pay item.

The remaining 5 percent of the pay item will be paid upon final acceptance of the project by the Engineer. Final acceptance includes satisfactory completion of all punch list items in accordance with written instruction from the engineer as well as acceptance of all final documentation.

#### BASIS OF PAYMENT

ADD:

Payment will be made under:

#### ITEM AR150520 MOBILIZATION – PER LUMP SUM.

#### ITEM 152 – EXCAVATION AND EMBANKMENT

#### DESCRIPTION

#### <u>152-1.1</u>

ADD:

This item shall also consist of excavating for subgrade repair as the field conditions warrant at the time of construction. This material is intended to repair soft subgrade as determined by the Resident Engineer based on the results of geotechnical testing and/or proof roll. No adjustment in unit price will be allowed for an increase or decrease in quantities.

Compaction control tests shall be in accordance with ASTM D 698 (Standard Proctor).

#### 152-1.2 CLASSIFICATION

DELETE the second, third and fourth paragraphs.

#### CONSTRUCTION METHODS

#### 152-2.2 EXCAVATION

ADD: The 9<sup>th</sup> paragraph of this section to read:

In cut areas, requiring the use of porous granular embankment, the proposed subgrade shall be compacted to the satisfaction of the Resident Engineer.

#### 152-2.10 TOPSOIL

DELETE: The 5<sup>th</sup> paragraph of this section and REPLACE with:

Any excess excavation material shall be hauled to the designated onsite disposal area at no additional cost to the contract.

#### 152-2.14 WORK AREA CONDITIONS

ADD:

This work shall consist exclusively of the control of dust resulting from construction operations and is not intended for use in the compaction of earth embankment.

Dust shall be controlled by the uniform application of sprinkled water 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 the contract.

#### METHOD OF MEASUREMENT

#### <u>152-3.2</u>

DELETE: This section.

# <u>152-3.3</u>

DELETE: This section.

# **BASIS OF PAYMENT**

# <u>152-4.1</u>

DELETE: This section.

# <u>152-4.2</u>

ADD:

Unclassified excavation shall also include removal of unsuitable materials, if any, and shall be as field conditions warrant at the time of construction.

## <u>152-4.3</u>

DELETE: This section.

# <u>152-4.4</u>

DELETE: This section.

## ADD:

Payment will be made under:

ITEM AR152410 UNCLASSIFIED EXCAVATION – PER CUBIC YARD.

# ITEM 152540 – SOIL STABILIZATION FABRIC

# MATERIALS

## 152-2.1 Geotextile fabric for Soil Stabilization

REVISE: This section to read:

The fabric for ground stabilization shall consist of woven yearns or nonwoven filaments of polyolefins or polyesters. Woven fabrics shall be Class 2 and nonwoven fabrics shall be Class 1 according to AASHTO M 288. The physical properties for ground stabilization fabrics shall be according to Section 1080.02 of the IDOT Standard Specifications for Road and Bridge Construction, current edition.

## **CONSTRUCTION METHODS**

## <u>152-3.1</u>

ADD:

Soil Stabilization Fabric shall be delivered to the jobsite in such a manner as to facilitate handling and incorporation into the work without damage. Material shall be stored in such a manner as to prevent exposure to direct sunlight and damage by other construction activities.

ADD:

## <u>152-3.2</u>

Prior to the installation of the soil stabilization fabric, the application surface shall be cleared of debris and sharp objects. In the case of subgrades, all wheel tracks or ruts in excess of 75 mm (3 inches) in depth shall be graded smooth or otherwise filled with soil to provide a reasonably smooth surface. Soil stabilization fabric may be installed on the application surface either by hand or by mechanical methods, provided that the fabric is not torn or the surface rutted.

# <u>152-3.3</u>

Soil stabilization fabric of insufficient width or length to fully cover the specified area shall be lapped, or sewn. The minimum laps for lap only areas are 600 mm (24 inches) and for sewn areas are 100 mm (4 inches). If sewn, the seam strength shall be equal to or exceed the minimum grab tensile strength of the fabric when tested wet.

## <u>152-3.4</u>

The crushed aggregate subbase shall be constructed to the width and depth required on the plans. The material shall be back dumped on the fabric in a sequence of operations beginning at the outer edges of the treatment area with subsequent placement towards the middle. Placement of material on the soil stabilization fabric shall be accomplished by spreading dumped material off of previously placed material with a bulldozer blade or endloader, in such a manner as to prevent tearing or shoving of the fabric. Dumping of material directly on the fabric will only be permitted to establish an initial working platform. No vehicles or construction equipment shall be allowed on the fabric prior to placement of the crushed aggregate subbase. The granular material shall be placed to the full required thickness and compacted to the satisfaction of the Resident Engineer before any loaded trucks are allowed on the area covered.

# <u>152-3.5</u>

Soil stabilization fabric which is damaged during installation or subsequent placement of granular material due to failure of the Contractor to comply with these provisions, shall be repaired or replaced at the Contractor's expense, including costs of removal and replacement of the granular material. Torn fabric may be patched in place by cutting and placing a piece of the same fabric over the tear. The dimensions of the patch shall be at least 600 mm (2 ft.) larger than the tear in each direction, and shall be weighted or otherwise secured to prevent the granular material from causing lap separation.

# **BASIS OF PAYMENT**

# <u>152-5.1</u>

ADD:

Payment will be made under:

ITEM AR152540 SOIL STABILIZATION FABRIC - PER SQUARE YARD.

# ITEM 156 – EROSION CONTROL

## **MATERIALS**

## <u>156-2.1</u>

ADD:

Inlet filters shall be used for inlet protections.

### 156-2.4 TEMPORARY MULCH

ADD:

Temporary mulch shall be light-duty hydraulic mulch.

### 156-2.7 INLET AND PIPE PROTECTION

ADD:

Inlet filters shall meet Article 1081.15(h) of the IDOT Standard Specifications for Road and Bridge Construction, current edition, and as detailed on the Construction Plans.

## **CONSTRUCTION METHODS**

## 156-3.7 INLET PROTECTION

ADD:

Inlet filter sediment traps shall be placed in all proposed and existing inlets and catch basins as shown on the plans or as directed by the Resident Engineer. They shall be installed either directly on the drainage structure or under the grate of the drainage structure resting on the lip of the frame. The fabric bag shall hang down into the drainage structure, Prio to ordering materials, the Contractor shall determine the size and shape of the various drainage structures being protected.

## <u>156-3.8</u>

#### ADD:

In the event that temporary erosion and pollution control measures are ordered by the Engineer due to the Contractor's negligence or carelessness, the work shall be performed by the Contractor at no additional cost to the Owner.

## METHOD OF MEASUREMENT

## <u>156-4.1</u>

DELETE: This section.

## <u>156-4.2</u>

DELETE: This section.

# <u>156-4.3</u>

REVISE: This section to read:

Temporary Seeding shall not be measured for payment but shall be considered incidental to the contract.

# <u>156-4.4</u>

DELETE: This section.

## **BASIS OF PAYMENT**

## <u>156-5.1</u>

REVISE: This section to read:

Payment will be made at the contract unit price per each for Inlet Protection. This price shall be full compensation for furnishing all materials for all preparation, installation, maintenance, and removal, including all labor, equipment, tools, sediment disposal and incidentals necessary to complete this item.

Temporary seeding, stabilized construction entrances, ditch checks and temporary mulching and any other erosion control measures required at the Contractor staging, storage areas and onsite stockpile area shall not be measured for payment. They shall be considered incidental to the contract.

Payment will be made under:

ITEM AR156520 INLET PROTECTION – PER EACH.

# ITEM 208 – AGGREGATE BASE COURSE

# DESCRIPTION

## <u>208-1.1</u>

REVISE: This section to read:

This item shall consist of porous granular embankment and aggregate removal and replacement composed of coarse aggregate as specified. It shall be constructed on a prepared subgrade underlying course in accordance with these specifications and shall conform to the dimensions and typical cross section and to the lines and grades as shown on the Plans.

This work shall also consist of furnishing and placing porous granular embankment as the field conditions warrant at the time of construction. This material is intended to repair soft subgrade as determined by the Resident Engineer based on results of geotechnical testing and/or proof roll. No adjustment in unit price will be allowed for an increase or decrease in quantities. Excavation of the soft subgrade shall not be paid for under Item 208 but shall be paid for under Item 152 Unclassified Excavation. Excavation of the aggregate base material shall be paid for under Item AR209655 Aggregate Base Removal.

## MATERIALS

## 208-2.1 UNCRUSHED COARSE AGGREGATE

DELETE: This Entire Section.

#### 208-2.3 GRADATION

DELETE: This Entire Section.

ADD:

The material shall be free from vegetable matter, lumps or clay, and other objectionable or foreign substance.

When submitting materials for consideration, the Contractor shall provide written certification that the material meets the specified requirements. A written gradation shall also be furnished.

Gradation for the Aggregate Base Course shall be IDOT CA-6, CM-6 or CA10.

Gradation for Porous Granular Embankment shall be one of the following gradations:

Sieve Designation	Percentage by weight passing sieves	
	Α	В
	8" maximum	3" maximum
8"	100	
6"	100-94	
4"	100-80	
3 inch		100
2 ½ inch		90-100
2 inch	20-70	45-75
1 ½ inch		0-30
1 inch		0-6
#4	0-40	
IDOT Gradation	CS-01	CA-1

# CONSTRUCTION REQUIREMENTS

## 208-3.2 PREPARING UNDERLYING COURSE

DELETE: This Entire Section.

## 208-3.3 METHODS OF PRODUCTION

DELETE: This Entire Section.

## 208-3.4 PLACING

DELETE: This Entire Section.

ADD:

The porous granular embankment shall be placed in lifts no greater than 12-inches for CS-1 and 8inches for CA-1or as directed by the Resident Engineer in accordance with the Illinois Department of Transportation "Standard Specifications for Road and Bridge Construction" Article 207.03.

# 208-3.5 FINISHING AND COMPACTING

ADD:

The Contractor shall submit copies of all density test results for each lift to the Resident Engineer prior to acceptance testing.

DELETE: Fifth sentence, first paragraph.

ADD: For Porous Granular Embankment:

Rolling the top of the aggregate material with a vibratory roller meeting the requirements of Section 1101 of the IDOT *Standard Specification for Road and Bridge Construction* should be sufficient to obtain the desired keying, interlocking and necessary compaction. The Resident Engineer shall verify that adequate keying and interlocking has been obtained. The base shall be compacted to the satisfaction of the Resident Engineer. If moisture content of the material is such that compaction cannot be

obtained, sufficient water shall be added so that satisfactory compaction can be obtained. Cost of water shall be incidental to the porous granular embankment.

Capping aggregate will not be required when embankment meeting the requirements of Section 208 of the Standard Specifications or granular subbase is placed on top of the porous granular embankment. Capping aggregate (two (2) inch depth) meeting the requirements of Section 208 of the Standard Specifications will be required when embankment meeting the requirements of Section 152 of the Standard Specifications is placed on top of the porous granular embankment.

DELETE: Second paragraph.

DELETE: Second sentence, third paragraph and REPLACE with:

When the rolling develops irregularities that exceed 3/8 inch when tested using an acceptable method, the irregular surface shall be loosened, refilled with the same kind of material as that used in constructing the course, and rolled again as required.

### METHOD OF MEASUREMENT

## <u>208-4.1</u>

DELETE: This Entire Section and Replace with:

The quantity of Porous Granular Embankment shall be the number of cubic yards as measured by the Engineer at the specified thickness of the material placed, completed and accepted. If required, the thickness of PGE measured for payment will include the thickness of the capping stone.

The porous granular embankment shall be used as shown and as field conditions warrant at the time of construction. No adjustment in unit price will be allowed for an increase or decrease in quantities.

The quantity of Aggregate Base Course shall be the number of square yards as measured by the Engineer at the specified thickness of the material placed, completed and accepted.

The Contractor shall furnish approved duplicate load tickets upon which is recorded the net weight of the aggregates in each truck. The Contractor shall submit one (1) load ticket to the Resident Engineer, or his/her duly authorized representative, at the job site when the truck load is incorporated into the base.

The quantity of Aggregate Base Removal shall be the number of square yards as measured by the Engineer at the specified thickness.

## <u>208-4.2</u>

DELETE: This Entire Section.

## <u>208-4.3</u>

DELETE: This Entire Section.

## **BASIS OF PAYMENT**

## <u>208-5.1</u>

DELETE: Entire Section.

ADD:

Porous Granular Embankment shall be paid for at the contract unit price per cubic yard, of which price shall be full compensation for the two (2) inch capping stone (if necessary), furnishing, spreading, compacting, watering and all incidentals related to equipment, labor and tools necessary to complete this work.

Aggregate Base Course shall be paid for at the contract unit price per square yard at the thickness specified, of which price shall be full compensation for furnishing, spreading, compacting, watering and all incidentals related to equipment, labor and tools necessary to complete this work.

Aggregate Base Removal shall be paid for at the contract unit price per square yard at the thickness specified, of which price shall be full compensation for removal, transport, disposal, and all incidentals related to equipment, labor and tools necessary to complete this work.

Payment will be made under:

ITEM AR208515POROUS GRANULAR EMBANKMENT – PER CUBIC YARD.ITEM AR2086044" AGGREGATE BASE COURSE – PER SQUARE YARD.ITEM AR2086066" AGGREGATE BASE COURSE – PER SQUARE YARD.ITEM AR209655AGGREGATE BASE REMOVAL – PER SQUARE YARD.

# ITEM 401 – BITUMINOUS SURFACE COURSE - SUPERPAVE (METHOD I)

(Central Plant Hot Mix)

## DESCRIPTION

## <u>401-1.1</u>

ADD: The following after the third paragraph of this section:

This project shall utilize Method I for the production, placement and acceptance of the bituminous surface course.

At the Contractor's option, an IDOT Division of Highways surface mix may be submitted for <u>approval</u> <u>by the Engineer</u>. The surface mix shall be in accordance with Section 406 Hot-Mix Asphalt Binder and Surface Course of the Illinois Department of Transportation "Standard Specifications for Road and Bridge Construction". The mix shall be a production mix from the current construction season meeting Mixture Composition:

HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50, MIX TYPE IL-9.5 mm.

## **COMPOSITION**

### 401-3.2 JOB MIX FORMULA

ADD: The following after the third paragraph of this section:

Table 1 Superpave Design Criteria for Automobile, Entrance Roads and Parking Lots shall apply.

## CONSTRUCTION METHODS

## 401-4.12 JOINTS

ADD: The following as the sixth paragraph of this section:

If at any time during the surface course paving operation, it becomes necessary to end a paving lane at a location other than the new finished pavement edge because of ending a day's paving, machinery breakdown, etc., the lane end will be sawed back a sufficient distance to provide a smooth, neat appearing joint from which to resume paving. The sawed face will be painted with a tack coat and this work shall be considered incidental to Item 401, Bituminous Surface Course, and no additional compensation will be allowed.

#### 401-4.14 SHAPING EDGES

ADD: The following as the second paragraph for this section:

All pavement edges, including the pavement ends, must be left in proper alignment, as shown on the plans. This may be accomplished by a trimming method, or, at the Contractor's option, by sawing after the paving has been completed. No additional compensation will be made if the sawing method is used.

## 401-4.15 ACCEPTANCE TESTING OF HMA MIXES FOR DENSITY

DELETE: All references to Method II for quantities over 2,500 tons.

## **BASIS OF PAYMENT**

# <u>401-6.1</u>

Payment will be made under:

ITEM AR401610 BITUMINOUS SURFACE COURSE – PER TON.

# ITEM 401650 – BITUMINOUS PAVEMENT MILLING

# DESCRIPTION

## <u>401-1.1</u>

ADD:

The material removed shall be disposed of off airport property by the Contractor at no additional cost to the contract.

The Contractor shall set his milling depth appropriately to provide for no more than the proposed thickness of new bituminous surface course to be placed on the milled surface. The additional bituminous surface course required to fill improperly milled pavement shall not be paid for and the additional costs borne by the Contractor. The depth of milling is 2 inches.

## CONSTRUCTION METHODS

## <u>401-3.1</u>

ADD:

The existing pavement areas to be milled shall be milled in such a manner as to prevent damage to the adjacent structures and pavement. All edges adjacent to existing pavements shall be saw-cut full depth of the removal depth prior to removal as directed by the Engineer.

# BASIS OF PAYMENT

# <u>401-5.1</u>

ADD:

Payment will be made under:

ITEM AR401650 BITUMINOUS PAVEMENT MILLING – PER SQUARE YARD.

# ITEM 401915 & 401916 - REMOVE AND REPLACE HMA PAVEMENT

# **DESCRIPTION**

## <u>401916-1.1</u>

This item shall consist of bituminous pavement removal and replacement for patches as described in the plans. Pavement removal and replacement quantities are estimated. The Resident Engineer shall lay out pavement removal and replacement areas in the field during construction. No adjustment in unit price will be allowed for an increase or decrease in quantities. The pavement shall be compacted in accordance with these specifications and shall conform to the lines, grades, thicknesses and typical sections as shown on the plans or as directed by the Resident Engineer.

Each course shall be constructed to the depth, section or elevation required to match the existing pavement structure and shall be rolled, finished and approved prior to the placement of the next course.

## **MATERIALS**

## 401916-2.1 BITUMINOUS SURFACE COURSE

Bituminous surface course shall be per Section 401 or at the Contractor's option, an IDOT Division of Highways surface mix may be submitted for <u>approval by the Engineer</u>. The surface mix shall be in accordance with Section 406 Hot-Mix Asphalt Binder and Surface Course of the Illinois Department of Transportation "Standard Specifications for Road and Bridge Construction". The mix shall be a production mix from the current construction season meeting Mixture Composition:

HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50, MIX TYPE IL-9.5 mm

## 401916-2.1 BITUMINOUS BASE COURSE

Bituminous base course shall be per Section 403 or at the Contractor's option, an IDOT Division of Highways surface mix may be submitted for <u>approval by the Engineer</u>. The surface mix shall be in accordance with Section 406 Hot-Mix Asphalt Binder and Surface Course of the Illinois Department of Transportation "Standard Specifications for Road and Bridge Construction". The mix shall be a production mix from the current construction season meeting Mixture Composition:

HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50

If an IDOT Division of Highways surface mix is used, the compacted lift thickness shall meet the minimum requirements specified in Article 406.06(d) of the IDOT highway "Standard Specifications for Road and Bridge Construction" but shall not exceed a maximum lift of 4-inches.

## 401916-2.2 BITUMINOUS PRIME COAT

The bituminous prime coat shall conform to the specifications of Section 602.

# 401916-2.3 BITUMINOUS TACK COAT

The bituminous tack coat shall conform to the specifications of Section 603.

## CONSTRUCTION METHODS

#### <u>401916-3.1</u>

The type of material to be removed along with approximate typical pavement section is shown on the plans. Pavement structure information was taken from airport records, data supplied by airport personnel and pavement cores. The Contractor shall verify the type and thickness of material to be removed. <u>No extra compensation will be allowed for any variations in the pavement sections actually encountered.</u>

## <u>401916-3.2</u>

The proposed pavement replacement section shall be as specified herein. Tack coat shall be applied between each lift of asphalt and on all vertical faces of the patch area.

### <u>401916-3.3</u>

The existing pavement areas to be removed shall be done in such a manner as to prevent damage to the adjacent pavements. All edges adjacent to existing pavements shall be saw-cut full depth prior to removal, as directed by the Resident Engineer.

Any damage to the pavement beyond the limits as shown on the plans or as directed by the Resident Engineer shall be removed and replaced by the Contractor at his expense. These areas shall be saw cut to a uniform width.

### <u>401916-3.4</u>

Pavement replacement will be as detailed on the plans and constructed in accordance to the applicable Sections 401, 403 and 603. The various materials required for pavement replacement shall be in accordance with the applicable portions of the Standard Specifications and these Special Provisions. Any damage to pavement beyond the limits as shown on the plans **shall be removed and replaced by the Contractor at his expense. These areas shall be saw cut to a uniform width.** 

#### <u>401916-3.5</u>

Pavement Removal and Replacement shall be the removal of the existing pavements as shown on the plans or as directed by the Resident Engineer and the replacement pavement shall match the existing pavement thickness. The replacement pavement shall consist of bituminous surface course and bituminous base course conforming to the specifications of Section 401 and 403. For full-depth patching, the existing aggregate base course shall be re-graded and compacted prior to the placement of the bituminous course. Cost of regrading and compacting to the existing base shall be incidental to the pavement removal and replacement.

#### <u>401916-3.6</u>

The existing pavement that is removed shall be disposed of off Airport property. No additional compensation will be made for hauling and disposal of any of the removed material.

## 401916-3.7 ACCEPTANCE TESTING OF HMA MIXES FOR DENSITY.

After the completion of compaction, the pavement will be tested for acceptance by the Resident Engineer and accepted on the basis of percent air voids in the final compacted mat. The HMA course shall be compacted to a minimum density of 93 percent (7 percent air voids) and a maximum of 99 percent (1 percent air voids) of the Maximum Theoretical Specific Gravity (ASTM D 2041). If, during construction, the density test falls below 93 percent, additional approved rollers shall be required. Failure to achieve density within these limits shall be cause for rejection of the material, as determined by the Division of Aeronautics.

One random nuclear density test shall be taken for each 250 tons of mix placed. Each nuclear density test shall be the average of five (5) nuclear tests taken as a cross-section of the pavement. The Resident Engineer shall have a nuclear gauge and qualified operator on the project when constructing this item for acceptance testing. The contractor shall have their own nuclear gauge and qualified operator onsite for quality control.

## METHOD OF MEASUREMENT

## <u>401916-4.1</u>

The area of pavement removal and replacement shall be measured by the number of square yards, satisfactorily removed, replaced and disposed of as shown on the plans or as directed by the Resident Engineer.

### 401916-4.2

If additional pavement or subgrade material is removed due to negligence on the part of the Contractor, the additional quantity of pavement removal and replacement of subgrade material will <u>not</u> be measured for payment.

## <u>401916-4.3</u>

The bituminous surface course, bituminous base course, bituminous tack coat, and bituminous prime coat will not be measured separately for payment but will be considered incidental to REMOVE & REPLACE BIT. PAVEMENT – TYPE A, per square yard and REMOVE & REPLACE BIT. PAVEMENT – TYPE B, per square yard.

## BASIS OF PAYMENT

## <u>401916-5.1</u>

Payment for REMOVE & REPLACE BITUMINOUS PAVEMENT – TYPE A or TYPE B shall be made at the contract unit price per square yard. This price shall include full compensation for sawing, removal, disposal, replacement of asphalt materials (surface mix and base mix), compaction, prime coat, and tack coat, including furnishing all materials, labor, tools, testing, equipment and incidentals necessary to complete this item of work.

Any grading and recompacting of existing granular base course to proper grade shall not be paid for separately but shall be considered incidental to Remove & Replace Bituminous Pavement.

Payment will be made under:

# ITEM AR401915REM & REP BIT PAVEMENT - TYPE A - PER SQUARE YARD.ITEM AR401916REM & REP BIT PAVEMENT - TYPE B - PER SQUARE YARD.

# ITEM 403 – BITUMINOUS BASE COURSE - SUPERPAVE (METHOD I)

# DESCRIPTION

## <u>403-1.1</u>

ADD:

This item shall consist of placing bituminous base course (per Method I), placed as part of the proposed pavement structure at the locations shown on the plans.

At the Contractor's option, an IDOT Division of Highways surface mix may be submitted for <u>approval</u> <u>by the Engineer</u>. The surface mix shall be in accordance with Section 406 Hot-Mix Asphalt Binder and Surface Course of the Illinois Department of Transportation "Standard Specifications for Road and Bridge Construction". The mix shall be a production mix from the current construction season meeting Mixture Composition:

HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50

# **COMPOSITION**

## 403-3.2 JOB MIX FORMULA (JMF)

ADD: The following after the third paragraph of this section:

Table 1 Superpave Design Criteria for Automobile, Entrance Roads and Parking Lots shall apply.

# CONSTRUCTION METHODS

## 403-4.11 JOINTS

ADD:

After the first paragraph of this section.

At any time during the bituminous base course paving operation, it becomes necessary to end a paving lane at a location other than the proposed finished pavement edge because of ending a day's paving, machinery breakdown, etc., the lane end will be sawed back a sufficient distance to provide a smooth, neat appearing joint from which to resume paving. The sawed face will be painted with a liquid asphalt and this work shall be considered incidental to Item 403, Bituminous Base Course, and no additional compensation will be allowed.

## METHOD OF MEASUREMENT

# <u>602-4.1</u>

DELETE: This section.

# BASIS OF PAYMENT

## <u>403-6.1</u>

DELETE: This section.

ADD:

Bituminous Base Course – Superpave (Method 1) shall not be measured separately for payment. Costs associated with furnishing an approved mix, preparation, mixing, testing, placement and all labor, equipment, tools, and incidentals shall be included in Item AR401915 – Rem & Rep Bit Pavement – Type A and Item AR401916 – Rem & Rep Bit Pavement – Type B.

# ITEM 602 – BITUMINOUS PRIME COAT

# DESCRIPTION

<u>602-1.1</u>

ADD:

This item shall consist of placing emulsified asphalt prime coat on the proposed aggregate base as part of the proposed pavement structure at the locations shown on the plans.

## MATERIALS

## 602-2.1 BITUMINOUS MATERIAL

ADD:

At the Contractor's option, Penetrating Emulsified Prime (PEP) may be used. The use of PEP shall be as outlined in the Standard Specifications for Road and Bridge Construction, Article 406.05(b) 1032.06(d).

### METHOD OF MEASUREMENT

## <u>602-4.1</u>

DELETE: This section.

## **BASIS OF PAYMENT**

## <u>602-5.1</u>

DELETE: This section.

ADD:

Emulsified asphalt prime coat shall not be measured separately for payment. Costs associated with installation of prime coat shall be considered incidental to the pavement removal and replacement.

# ITEM 603 – BITUMINOUS TACK COAT

# MATERIALS

## 603-2.1 BITUMINOUS MATERIAL

ADD:

At the Contractor's option, SS1-vh may be used. The use of SS1-vh shall be as outlined in the Standard Specifications for Road and Bridge Construction, Article 406.02.

## CONSTRUCTION METHODS

## 603-3.3 APPLICATION OF BITUMINOUS MATERIAL

ADD: The following to the second paragraph:

Areas worn from hauling operations shall be re-tacked at no additional cost to the Contract.

## BASIS OF PAYMENT

# <u>603-5.1</u>

ADD:

Bituminous tack coat for bituminous pavement removal and replacement shall not be paid for separately but shall be including in the cost of pay items AR401915 and AR401916.

Payment will be made under:

ITEM AR603510 BITUMINOUS TACK COAT – PER GALLON.

# ITEM 620 – PAVEMENT MARKING

# DESCRIPTION

## <u>620-1.1</u>

ADD:

This item shall consist of placing pavement markings on the surface of roadways at the locations shown on the plans.

## MATERIALS

## 620-2.2 PAINT

ADD:

All paint shall be waterborne. The paint shall contain no lead, chromium, cadmium or barium.

## CONSTRUCTION METHODS

## 620-3.3 PREPARATION OF SURFACE

ADD:

Existing marking that is to be re-painted shall be cleaned using sand blasting or high pressure water or other methods as approved by the Engineer to remove dirt, grease, laitance, loose or flaking paint and any paint that is not bonding, at no additional cost to the contract.

## 620-3.9 CLEAN UP

ADD:

The Contractor shall remove from the work area all debris, waste, loose or un-adhered reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of the Resident Engineer. The Contactor shall dispose of these wastes in strict compliance with all applicable state, local and federal environmental statutes and regulations.

# METHOD OF MEASUREMENT

## <u>620-4.1</u>

ADD:

The quantity of permanent markings to be paid for shall be the number of square feet of painting with the specified material **measured only once to apply two coats** in conformance with the specifications and accepted by the Engineer. Quantities will not be distinguished between different colors of paint. Only the top coat of paint shall require reflective media.

# BASIS OF PAYMENT

# <u>620-5.1</u>

ADD:

Payment will be made under:

ITEM AR620520 PAVEMENT MARKING - WATERBORNE – PER SQUARE FOOT.

# **DIVISION V – TURFING**

# ITEM 901 – SEEDING

## DESCRIPTION

## <u>901-1.1</u>

ADD:

Restoration, seeding and mulching (such as access roads, haul roads, staging area, storage area, stockpile area) shall be considered incidental to the contract.

## MATERIALS

## 901-2.1 SEED

DELETE: The "seed mixture" table and replace it with the following table:

## **Aeronautics Seed Mixture**

SEED	MINIMUM SEED PURITY	MINIMUM GERMINATION	APPLICATION RATE (LB/ACRE)
*Tall Fescue	98%	90%	60
Annual Ryegrass	98%	90%	20
*Red Fescue	98%	85%	30
*Hard Fescue	96%	85%	30

\*Seed shall be of a variety bred to contain high levels of endophyte.

## 901-2.2 LIME

DELETE: Entire Section.

## ADD:

The Contractor has the option to perform a soil test, at their expense, for the on-site or plan specified topsoil sources. If the Contractor proposes an application of lime, the proposal shall be approved by the Engineer. Lime, if used, shall be at no additional cost to the contract.

## 901-2.3 FERTILIZER

DELETE: The last paragraph and the fertilizer rate table.

ADD:

Fertilizer shall be applied at rates that supply the following amounts of nutrients per acre to the distributed areas of seeding:

NUTRIENTS	POUNDS PER ACRE
Nitrogen Fertilizer Nutrients	90
Phosphorus Fertilizer Nutrients	90
Potassium Fertilizer Nutrients	90
TOTAL	270

The Contractor has the option to perform a soil test, at their expense, to validate that the fertilizer rate specified is suitable for the on-site or plan specified topsoil sources. If the Contractor proposes an alternate mix ratio and weights, the proposal shall be approved by the Engineer. Alternate mix ratio and/or weights shall be at no additional costs to the contract.

## **CONSTRUCTION METHODS**

## 901-3.2 DRY APPLICATION METHOD

DELETE: Paragraph C. Seeding

ADD:

Grass seed shall be sown at the rate shown in 901-2.1 with a machine that is capable of cutting a slit in the soil free from leaves and debris, placing the seed in the slit and compacting the seed into the soil of the slit in one continuous operation.

The site will be to grade and shaped to the elevations as shown on the plans. The topsoil will be free of clods, stones, roots, sticks, rivulets, gullies, crusting, caking and have a soil particle size of no larger than 1". Seedbed preparation methods shall be approved by the Engineer. Cultivation shall be accomplished at such a time that seeding may occur immediately and without delay. No seeds shall be sown until the Seedbed has been approved by the Engineer.

No seed shall be sown during high winds or when the ground is not in a proper condition for seeding, nor shall any seed be sown until the purity test has been completed for the seeds to be used, and shows that the seed meets the noxious weed seed requirements. All equipment shall be approved by the Engineer prior to being used. Prior to starting work, seeders shall be calibrated and adjusted to sow seeds at the required seeding rate. Equipment shall be operated in a manner to ensure complete coverage of the entire area to be seeded. The Engineer shall be notified forty-eight (48) hours prior to beginning the seeding operations.

# 901-3.3 WET APPLICATION METHOD

DELETE: Entire Section.

# **BASIS OF PAYMENT**

## <u>901-5.1</u>

DELETE: This section.

ADD:

No separate payment shall be made for furnishing and installing seed. Costs associated with installation of seed shall be considered incidental to the contract.

# **ITEM 908 - MULCHING**

## DESCRIPTION

<u>908-1.1</u>

ADD:

Mulch shall be placed as designated on the plans or as directed by the Engineer.

## MATERIALS

### 908-2.1 MULCH MATERIAL

REVISE: First sentence to read:

Material used for mulching shall be Manufactured Hydraulic Mulch.

## CONSTRUCTION METHODS

### <u>908-3.1</u>

REVISE: The first and second paragraphs of the Standard Specifications to read:

Within 24 hours from the time seeding has been performed, the seeded or planted area shall be given a covering of hydro mulch. This method shall consist of machine application of wood or paper fiber hydraulic mulch at the specified rate using an approved hydraulic seeder. The hydraulic mulch shall be applied as a slurry of 2,000 pounds of mulch and not less than 2,000 gallons of water per acre. The hydraulic mulch slurry shall be agitated a minimum of 5 minutes before application and shall be in continuous agitation during the application. The seeding will not be applied concurrently with this operation. The mulch shall be loose enough to permit air to circulate but compact enough to reduce erosion. On slopes steeper than 3:1, mulch shall be applied on the same day as seeded or planted.

## METHOD OF MEASUREMENT

## <u>908-4.1</u>

DELETE: This section.

ADD:

Mulch shall not be measured separately for payment. Costs associated with installation of mulch shall be considered incidental to work items in the contract.

## BASIS OF PAYMENT

#### <u>908-5.1</u>

DELETE: This section.

ADD:

No separate payment shall be made for furnishing and installing mulch. Costs associated with installation of mulch shall be considered incidental to work items in the contract.

# **APPENDIX A - IDOT DIVISION OF AERONAUTICS POLICY MEMORANDA**

# State of Illinois Department of Transportation Division of Aeronautics

# POLICY MEMORANDUM

February 20, 2014

Springfield

Number: 87-2

# TO: CONSULTING ENGINEERS

# SUBJECT: DENSITY ACCEPTANCE OF BITUMINOUS PAVEMENTS

# I. Introduction

This Policy Memorandum deals with the implementation of the bituminous density quality assurance specifications as outlined in the Standard Specifications for Construction of Airports, Sections 401-4.15 and 403-4.15.

# II. Sampling

After completion of compaction and when the pavement has reached ambient temperature, the paved area shall be divided into Sublots of 500 tons per type of mix. One core sample (2 cores per sample) shall be taken from each Sublot. The longitudinal and transverse location for each sample shall be determined by use of a random number "Deck" provided by the Division. No core shall be taken closer than two (2) feet from the edge of the mat. A core extraction device shall be used to obtain all cores from the mat. All cores are to be taken by the contractor under the supervision and remain in the possession of the Engineer. It is imperative that the Engineer and the contractor realize that the cores are "money" and that improper coring, extraction, shipping and/or testing can be costly.

One mix sample per 1000 tons of mix laid shall be taken for Extraction, Maximum Specific Gravity ( $G_{mm}$ ) and Air Void tests. The mix samples shall be sampled by the contractor and split in half.

The Resident Engineer shall randomly designate and send the split samples to an independent laboratory for testing. The laboratory will be verified to be ASTM- certified for all the required testing and be contracted through the Consultant. The frequency of testing split samples shall be 1 per 5000 tons. Higher frequencies may be necessary if the contractor's tests, and/or mix quality control are inconsistent.

# III. Testing

All cores shall be tested for Bulk Specific Gravity ( $G_{mb}$ ) in accordance with ASTM D2726 using Procedure 10.1, "For Specimens That Contain Moisture." The Theoretical Maximum Gravity ( $G_{mm}$ ) shall be determined according to ASTM D2041. From these tests the in-place air voids of the compacted pavement are calculated according to ASTM

D3203 for "dense bituminous paving mixtures." Selection of the proper  $G_{mm}$  shall be based on a running average of four (4) tests per Lot.

- E.g. Lot 1 Use the average of the two (2) tests for Lot 1.
  Lot 2 Use the average of the four (4) tests from Lots 1 and 2.
  Lot 3 Use the average of the four (4) tests from Lots 2 and 3.
  - NOTE: When more than four (4) Sublots are used, still use a running average of four (4) tests per Lot.

# IV. Acceptance Calculations

The first step in calculating the quantities for pay is to calculate the Mean (X) and the Standard Deviation (S) of the Sublot tests. From this data the Lot samples should first be tested for outliers. After consideration for outliers, the Percent Within Tolerance (PWT) and the Percent Within Limits (PWL) are calculated to determine the final pay quantities for the Lot.

# EXAMPLE

1. Test Data

Lot Quantity = 2000 tons		
Sublot Test 1 = 4.35 % Air Voids		
Sublot Test 2 = 3.96 % Air Voids		
Sublot Test 3 = 6.75 % Air Voids		
Sublot Test 4 = 6.25 % Air Voids		

2. Calculating the Mean and Standard Deviation

Sublot	<u>X</u>	$(\underline{X} - \overline{X})$	$(\underline{X - X})^2$
1	4.35	-0.978	0.956
2	3.96	-1.368	1.871
3	6.75	1.422	2.022
4	<u>6.25</u>	0.922	<u>0.850</u>
Sum =	21.31		5.699

N = 4

Mean  $\overline{(X)} = 21.34 / 4 = 5.328$ 

Variance  $(S)^2 = Sum (X - \overline{X})^2 = \frac{5.699}{3} = 1.900$ 

Standard Deviation S =  $\sqrt{1.900}$  = 1.378

3. Test for Outliers

Check for Critical "T" Values

$$T = \left| \frac{X_1 - X}{S} \right|^* = \frac{3.96 - 5.328}{1.378} = 0.99$$

\* Difference between the suspect test value ( $X_1$ ) and the Mean ( $\overline{X}$ ).

If the T value exceeds the critical "T" Value in the table below and no <u>assignable</u> <u>cause</u> can be determined for the outlier, discard the suspected test measurement and obtain another random sample from the Sublot in question. If the new test exceeds the Mean (X) in the same direction from the Mean as the suspected test, recalculate the T value including all tests (original test, suspected test, and new test) for an outlier and for computing final payment.

## TABLE OF CRITICAL "T" VALUES

Number of observations	Critical "T" Value
<u>(N)</u>	5% Significance Level
3	1.15
4	1.46
5	1.67
6	1.82
7	1.94
8	2.03
9	2.11
10	2.18
11	2.23
12	2.29

Based on the above table, the "T" value of 0.99 does not exceed the Critical "T" Value of 1.46 for N = 4. Therefore, the value (3.96) is not an outlier and shall be used in calculating the Lot payment.

4. Calculation of Lot Payment

To calculate the Lot Payment use the Acceptance Criteria as outlined under Item 401-4.15(c) or Item 403-4.15(c).

$$Q_L = (X - 1) = \frac{5.328 - 1}{1.378} = 3.141$$

$$\frac{Q_{\underline{u}}}{S} = \frac{(7 - \overline{X})}{S} = \frac{7 - 5.328}{1.378} = 1.213$$

From this data the Percentage Within Tolerance (PWT) for both the lower and upper tolerance limits is determined by Table 6 (see Item 401 Bituminous Surface Course and/or Item 403 Bituminous Base Course in the Standard Specifications) for the number (N) of samples tested.

Eq. PWT (lower) = 99.0% PWT (upper) = 90.4%

We now calculate the Percent Within Limits (PWL) for the Lot.

PWL = [PWT (lower)] + [PWT (upper)] - 100 PWL = (99.0 + 90.4) - 100 = 89.4% Using Table 5, the % Adjustment in Lot Quantity is:

% Adjustment = 0.5 PWL + 55.0 % Adjustment = 0.5 (89.4) + 55.0 % Adjustment = 99.7

Adjusted Quantities = % Adjustment x Lot Quantities Adjusted Quantities = 0.997 x 2000 tons Adjusted Quantities = 1994 tons

5. Resampling and Retesting

The contractor has the right to request the resampling and retesting of a complete Lot. This privilege is only allowed once for each Lot and must be requested in writing by the contractor within 48 hours of receiving the official report from the Engineer.

6. Reporting

After completion of the tests for each Lot, the Engineer shall complete the necessary calculations for final adjustment in quantities on the Form AER-1 and have both the Engineer and the Contractor sign the report for copying to both the FAA and IDOA.

Steven J. Long, P.E. Acting Chief Engineer

Supersedes Policy Memorandum 87-2, dated April 1, 2010

# State of Illinois Department of Transportation Division of Aeronautics

# POLICY MEMORANDUM

February 20, 2014	Springfield	Number: 87-4

## TO: CONSULTING ENGINEERS

# SUBJECT: DETERMINATION OF BULK SPECIFIC GRAVITY (d) OF COMPACTED BITUMINOUS MIXES

A. SCOPE

This method of test covers the determination of the bulk specific gravity and the percent air, of core samples from compacted bituminous mixtures using a <u>saturated surface-dry</u> procedure.

# B. DEFINITIONS

- 1. Bulk Specific Gravity (G<sub>mb</sub>) ASTM 2726 or density is the weight per unit volume (gms/cc) of a mixture in its existing state of consolidation. The volume measurement for this specific gravity will include the volume of all the aggregate, asphalt, and air spaces (voids) in the aggregate particles and between the aggregate particles.
- 2. Theoretical Maximum Specific Gravity (G<sub>mm</sub>) ASTM 2041 is the weight per unit volume (grams/cc) of a mixture assuming complete consolidation; i.e., all the air spaces (voids) between the aggregate particles are eliminated.
- 3. Percent Density is a measure of the degree of compaction in relation to the Theoretical Maximum Specific Gravity.
- 4. Percent Air is a measure of the air voids in the compacted pavement.

# C. APPARATUS

- 1. Balance The balance shall be accurate to 0.1 gm throughout the operating range. It may be mechanical or electrical and shall be equipped with a suitable suspension apparatus and holder to permit weighing of the core in water while suspended from the balance. If the balance is a beam type, it shall be set up so that the core is placed in the basket that is suspended from the zero (0) end of the balance arm.
- 2. Water bath The container for immersing the core in water while suspended from the balance shall be equipped with an overflow outlet for maintaining a constant water level. This water bath should be large enough to handle full-depth cores. When testing several cores at the same time, a dish-pan, sink or suitable container may be used for soaking.

# D. PROCEDURE

- 1. Prior to testing, cores shall be sorted on a flat surface in a cool place. The sample(s) shall be brushed with a wire brush and/or other suitable means, to remove all loose and/or foreign materials, such as seal coat, tack coat, foundation material, soil, paper and foil prior to testing.
- 2. If a core contains binder and surface or multiple lifts, the lifts shall be separated. This may be done in the following manner:
  - a. Mark the separation line between the two lifts.
  - b. Place the core in a freezer for 20-25 minutes.
  - c. Place a 2 or 3-inch wide chisel on the separation line and tap with a hammer. Rotate the core and continue this process until the core separates. Brush loose pieces with a wire brush if needed.
  - d. Allow 2-3 hours for the core to return to ambient temperature before proceeding.
- 3. Prepare the water baths for soaking and weighing with water at 77° F. Water baths should be maintained at this temperature throughout testing. Saturate the cores by submerging in the water for a minimum of 20 minutes.
- 4. With the balance and water bath properly assembled and zeroed, suspend the sample from the balance and submerge it in the water bath. The core must be placed with the original top and bottom in a <u>vertical</u> position. If necessary, add sufficient water to bring the water level up to the overflow outlet. Permit any excess to overflow. Read and record the Saturated Submerged Weight. Designate this weight as (C).
- 5. Remove the core from the water bath and blot the excess water from the surface of the core with an absorbent cloth or other suitable material. This must be done quickly to prevent the internal water from escaping.
- 6. Place the core on the balance and read and record the Saturated Surface-dry Weight in air. Designate this weight as (B).
- Place the core in a tared pan and dry in an oven. When the core is dry (less than 0.5 gm loss in one hour), record the weight and subtract the pan weight. Designate this weight as (A).
- 8. The following calculation is used to determine the Bulk Specific Gravity of the core.

G<sub>mb</sub> = Bulk Specific Gravity

- A = Oven dry weight
- B = Saturated surface-dry weight
- C = Saturated submerged weight

# E. PERCENT DENSITY

The following calculation is used to determine the percent density of the core:

 $G_{mb}$  = Bulk Specific Gravity  $G_{mm}$  = Theoretical Maximum Gravity\*

Note: The Theoretical Maximum Gravity ( $G_{mm}$ ) is determined from the mix design until current Vacuum Pycnometer test are available.

F. PERCENT AIR. To calculate the percent air, use the following formula:

% Air = 100 - % Density

G. WEIGHT PER SQUARE YARD OF COMPACTED MIXTURE. The actual weight per square yard of a compacted mixture can be calculated by using the Bulk Specific Gravity (G<sub>mb</sub>). The volume of a square yard of pavement <u>one (1) inch</u> thick is 0.75 cubic foot. Taking the weight of a cubic foot of water as 62.37 pounds, one square yard of compacted material, <u>one (1) inch</u> thick weighs:

Pounds / Sq. Yd. (1" thick) =  $0.75 \times 62.37 \times G_{mb}$ 

Steven J. Long, P.E. Acting Chief Engineer

Supersedes Policy Memorandum 87-4, dated January 1, 2004

# State of Illinois Department of Transportation Division of Aeronautics

# POLICY MEMORANDUM

February 20, 2014	Springfield, Illinois	Number 96-3

# TO: CONSULTING ENGINEERS

# SUBJECT: REQUIREMENTS FOR QUALITY ASSURANCE ON PROJECTS WITH BITUMINOUS CONCRETE PAVING

# I. SCOPE

The purpose of this policy memorandum is to define to the Consulting Engineer the requirements concerning Quality Assurance on bituminous concrete paving projects. Specifically, this memo applies whenever the Contractor is required to comply with the requirements set forth in Policy Memorandum 2003-1, "*Requirements for Laboratory, Testing, Quality Control, and Paving of Bituminous Concrete Mixtures*".

# II. LABORATORY APPROVAL

The Resident Engineer shall review and approve the Contractor's plant laboratory to assure that it meets the requirements set forth in the contract specifications and Policy Memorandum 2003-1. This review and approval shall be completed prior to utilization of the plant for the production of any mix.

# III. QUALITY ASSURANCE DURING PRODUCTION PAVING

- A. At the option of the Engineer, independent assurance tests may be performed on split samples taken by the Contractor for Quality Control testing. In addition, the Resident Engineer shall witness the sampling and splitting of these samples at the start of production and as needed throughout mix production. The Engineer may select any or all split samples for assurance testing. These tests may be performed at any time after sampling. The test results will be made available to the Contractor as soon as they become available.
- B. The Resident Engineer may witness the sampling and testing being performed by the Contractor. If the Resident Engineer determines that the sampling and Quality Control tests are not being performed according to the applicable test procedures, the Engineer may stop production until corrective action is taken. The Resident Engineer will promptly notify the Contractor, both verbally and in writing, of observed deficiencies. The Resident Engineer will document all witnessed samples and tests. The Resident Engineer may elect to obtain samples for testing, separate from the Contractor's Quality Control process, to verify specification compliance.

1. Differences between the Contractor's and the Engineer's split sample test results will be considered acceptable if within the following limits:

Test Parameter	Acceptable Limits of Precision
% Passing	
1/2 in.	5.0 %
No. 4	5.0 %
No. 8	3.0 %
No. 30	2.0 %
No. 200	2.2 %
Asphalt Content	0.3 %
Maximum Specific Gravity	(G <sub>mm</sub> ) of Mixture 0.026
Bulk Specific Gravity (Gmb	) of Gyratory Brix 0.045

- 2. In the event a comparison of the required plant test results is outside the above acceptable limits of precision, split or independent samples fail the control limits, an extraction indicates non-specification mix, or a continual trend of difference between Contractor and Engineer test results is identified, the Engineer will immediately investigate. The Engineer may suspend production while the investigation is in progress. The investigation may include testing by the Engineer of any remaining split samples or a comparison of split sample test results on the mix currently being produced. The investigation may also include review and observation of the Contractor's technician performance, testing procedure, and equipment. If a problem is identified with the mix, the Contractor shall take immediate corrective action. After corrective action, both the Contractor and the Engineer shall immediately resample and retest.
- C. The Contractor shall be responsible for documenting all observations, records of inspection, adjustments to the mixture, test results, retest results, and corrective actions in a bound hardback field book or bound diary which will become the property of IDA upon completion and acceptance of the project. The Contractor shall be responsible for the maintenance of all permanent records whether obtained by the Contractor, the Contractor's Consultants, or the producer of bituminous mix material. The Contractor shall provide the Engineer full access to all documentation throughout the progress of the work.

Results of adjustments to mixture production and tests shall be recorded in duplicate and sent to the Engineer.

# IV. ACCEPTANCE BY ENGINEER

Density acceptance shall be performed according to Policy Memorandum 87-2, or according to the acceptance procedure outlined in the Special Provisions.

Steven J. Long, P.E. Acting Chief Engineer

Supersedes Policy Memorandum 96-3, dated January 1, 2004

# State of Illinois Department of Transportation Division of Aeronautics

# POLICY MEMORANDUM

January 1, 2004

Springfield, Illinois

Number 97-2

# TO: CONSULTING ENGINEERS

## SUBJECT: PAVEMENT MARKING PAINT ACCEPTANCE

I. SCOPE

The purpose of this policy memorandum is to define the procedure for acceptance of pavement marking paint.

## II. RESIDENT ENGINEER'S DUTIES

The Resident Engineer shall follow the acceptance procedure outlined as follows:

- A. Require the painting contractor to furnish the name of the paint manufacturer and the batch number proposed for use prior to beginning work. Notify the I.D.A. Materials Certification Engineer when this information is available.
- B. Require the manufacturer's certification before painting begins. Check the certification for compliance to the contract specifications.
  - 1. The certification shall be issued from the manufacturer and shall include the specification and the batch number.
  - 2. The paint containers shall have the manufacturer's name, the specification and the batch number matching the certification.
- C. If no batch number is indicated on the certification or containers, sample the paint according to the procedure for the corresponding paint type.
- D. If the I.D.A. Engineer of Materials indicates that batch number has not been previously sampled and tested, sample the paint according to the procedure for the corresponding paint type. The Division of Aeronautics will provide paint cans upon request by the Resident Engineer. Samples will only be taken in new epoxy lined cans so that the paint will not be contaminated. It is important to seal the sample container immediately with a tight cover to prevent the loss of volatile solvents.

Mark the sample cans with the paint color, manufacturer's name, and batch number. The paint samples and manufacturer's certification shall be placed in the mail within 24 hours after sampling. Address the samples to the Materials Certification Engineer at:

> Illinois Department of Transportation Division of Aeronautics One Langhorne Bond Drive Springfield, Illinois 62707

Sampling Procedures for Each Paint Type:

- 1. Waterborne or Solvent Base Paints
  - a. Take the paint sample from the spray nozzle when the contractor begins marking. A sample consists of two one-pint cans taken per batch number.
  - b. Be sure to indicate to the contractor that acceptance of material is based upon a passing test of the paint material.
- 2. Epoxy Paint
  - a. Take separate one-pint samples of each paint component prior to marking. Before drawing samples, the contents of each component's container must be thoroughly mixed to make certain that any settled portion is fully dispersed. **Do not combine the two components or sample from the spray nozzle.**
  - b. Be sure to indicate to the contractor that acceptance of material is based upon a passing test of the paint material.

# III. TESTING

The paint will be tested for acceptance by the IDOT Bureau of Materials and Physical Research for conformance to the contract specifications.

Steven J. Long, P.E. Acting Chief Engineer

Supersedes policy memorandum 97-2 dated February 27, 2002

State of Illinois Department of Transportation Division of Aeronautics

### POLICY MEMORANDUM

June 12, 2014

Springfield, Illinois

Number 2003-1

### TO: CONTRACTORS

# SUBJECT: REQUIREMENTS FOR LABORATORY, TESTING, QUALITY CONTROL, AND PAVING OF SUPERPAVE HMA CONCRETE MIXTURES FOR AIRPORTS

I. SCOPE

The purpose of this policy memorandum is to define to the Contractor the requirements concerning the laboratory, testing, Quality Control, and paving of HMA mixtures utilizing Superpave technology. References are made to the most recent issue of the Standard Specifications for Construction of Airports (Standard Specifications) and to American Society for Testing and Materials (ASTM) testing methods. The Quality Assurance and acceptance responsibilities of the Resident Engineer are described in Policy Memorandum 96-3.

### II. LABORATORY

The Contractor shall provide a laboratory located at the plant and approved by the Illinois Division of Aeronautics (IDA). The laboratory shall be of sufficient size and be furnished with the necessary equipment and supplies for adequately and safely performing the Contractor's Quality Control testing as well as the Resident Engineer's acceptance testing as described in Policy Memorandum 87-2.

The effective working area of the laboratory shall be a minimum of 600 square feet with a ceiling height of not less than 7.5 feet. Lighting shall be adequate to illuminate all working areas. It shall be equipped with heating and air conditioning units to maintain a temperature of  $70^{\circ}$  F ±5°F.

The laboratory shall have equipment that is in good working order and that meets the requirements set forth in the following ASTM test standards:

ASTM D 70	Test Method for Specific Gravity and Density of Semi-Solid Materials
ASTM C 117	Test Method for Materials Finer than 75 $\mu m$ (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C 136	Sieve or Screen Analysis of Fine and Coarse Aggregate
ASTM C 566	Total Moisture Content of Aggregate by Drying
ASTM D 75	Sampling Aggregates
ASTM D 2041	Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures

ASTM D 2172	Quantitative Extraction of Bitumen from Bituminous Paving Mixtures
AASHTO T 308-0	19 Ignition Method for Determining Asphalt Content (Illinois Modified)
ASTM D 2726	Bulk Specific Gravity of Compacted Bituminous Mixtures using Saturated Surface Dry Specimens
ASTM D 3203	Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures
ASTM D 2950	Density of Bituminous Concrete in Place by Nuclear Method
ASTM D 4125	Asphalt Content of Bituminous Mixtures by Nuclear Method
ASTM C 127	Standard Test Method for Specific Gravity and Absorption of Coarse Aggregate
ASTM C 128	Standard Test Method for Specific Gravity and Absorption of Fine Aggregate

The laboratory and equipment furnished by the Contractor shall be properly calibrated and maintained. The Contractor shall maintain a record of calibration results at the laboratory. The Engineer may inspect measuring and testing devices at any time to confirm both calibration and condition. If the Engineer determines that the equipment is not within the limits of dimensions or calibration described in the appropriate test method, he may stop production until corrective action is taken. If laboratory equipment becomes inoperable or insufficient to keep up with mix production testing, the Contractor shall cease mix production until adequate and/or sufficient equipment is provided.

### III. MIX DESIGN SUBMITTAL

Based upon data and test results submitted by the Contractor, the Illinois Division of Aeronautics Engineer of Construction & Materials shall issue the final Job Mix Formula (JMF) approval letter that concurs or rejects the Contractor's proposed JMF. The Contractor will be required to perform the sampling and laboratory <u>testing</u> and develop a complete mix design, according to the following guidelines: <u>Mix design submittals</u> <u>should be sent to IDA, Construction/Material Section, Attn: Certification and Mixtures</u> <u>Engineer</u>. Note: Quality Control (QC) Managers shall be Level III QC/QA qualified and will be responsible for all mix designs. All Technicians obtaining samples and performing gradations shall have successfully completed the IDOT Mixture Aggregate Technician Course and Technicians performing mix design testing and plant sampling/testing shall have successfully completed the IDOT Bituminous Concrete Level 1 Technician Course under the Illinois Department of Transportation, Bureau of Materials & Physical Research QC/QA Training Program.

A. Preliminary Mix Design Submittal

Top half of the IDOT Mix Design Software Cover Sheet (QC/QA Package) should be completed for the aggregate mix design parameters and should include the following:

- 1. Producer name, Producer # and Producer location of each aggregate (Producers are assigned Producer numbers by IDOT Central Bureau of Materials)
- 2. Material code for each aggregate

- 3. Aggregate Gradations per ASTM C-136 (The Contractor shall obtain representative samples of each aggregate)
- 4. Material code for each aggregate (i.e. 022CM11, etc.)
- Proposed Aggregate Blend (% for each aggregate) Note: Based on the gradation results, the Contractor shall select the blend percentages that comply with the Standard Specifications, Section 401/403 – 3.2 JOB MIX FORMULA, Table 2. (Appendix A)
- 6. Producer name, Producer #, and specific gravity of the proposed asphalt cement
- 7. IDOT approved PG Binder 64-22 shall be used unless otherwise specified by the IDA Engineer of Construction & Materials.
- B. Mixture Design & Testing

**Design Parameters** 

Gyrations (N<sub>des</sub>) – per Standard Specifications, Section 401/403 – 3.2 (JMF), Table 1 Asphalt Content – AC% per Standard Specifications, Section 401/403 – 3.2 (JMF), Table 2 Maximum Specific Gravity – G<sub>mm</sub> (ASTM D 2041) Bulk Specific Gravity – G<sub>mb</sub> (ASTM D 2726)

% air voids – V<sub>a</sub> (ASTM D3203) per Standard Specifications, Section 401/403 – 3.2 (JMF), Table 2

VFA % - per Standard Specifications, Section 401/403 - 3.2 (JMF), Table 1

**Mixture Tests** 

After verification and approval by IDA of the proposed design information from step A., the Contractor shall perform mixture tests on 4 gyratory brix (4 point mix design) to determine the optimum AC content for the target Air Voids.

C. Mix Design Submittal

The Preliminary JMF including all test results shall be reported to IDA, Construction/Material Section, Attn: Certification and Mixtures with the following data:

- a) Aggregate & asphalt cement material codes
- b) Aggregate & asphalt cement producer numbers, names, and locations
- c) Percentage of each individual aggregate
- d) Aggregate blend % for each sieve
- e) AC Specific Gravity
- f) Bulk Specific Gravity and Absorption for each aggregate
- g) Summary of Superpave Design Data: AC % Mix, G<sub>mb</sub>, G<sub>mm</sub>, VMA, Voids (Total Mix), Voids Filled, V<sub>be</sub>, P<sub>be</sub>, P<sub>ba</sub>, G<sub>se</sub>
- h) Optimum design data listing: AC % Mix, G<sub>mb</sub>, G<sub>mm</sub>, VMA, Voids (Total Mix), Voids Filled, G<sub>se</sub>, G<sub>sb</sub>

- i) Percent of asphalt that any RAP will add to the mix
- j) Graphs for the following: gradation on 0.45 Power Curve, AC vs. Voids (Total Mix), AC vs. Specific Gravities, AC vs. Voids Filled, AC vs. VMA

### D. Mix Approval

Once the proposed JMF is reviewed and approved by IDA, a JMF approval letter will be issued to the contractor. Production of HMA is not authorized until a JMF letter has been issued. When a Test Section is specified as part of the contract, the proposed JMF shall be considered preliminary until it passes all Test Section requirements.

E. Change in Material Sources

The above procedure, III. MIX DESIGN SUBMITTAL shall be repeated for each change in source or gradation of materials.

### IV. MIX PRODUCTION TESTING

The Quality Control of the manufacture and placement of HMA mixtures is the responsibility of the Contractor. The Contractor shall perform or have performed the inspection and tests required to assure conformance to contract requirements. Quality Control includes the recognition of defects and their immediate correction. This may require increased testing, communication of test results to the plant or the job site, modification of operations, suspension of HMA production, rejection of material, or other actions as appropriate. The Resident Engineer shall be immediately notified of any failing tests and subsequent remedial action. Form AER M-14 shall be reported to IDA, Construction/Material Section, Attn: Certification and Mixtures Engineer and the Resident Engineer no later than the start of the next work day. The Contractor shall provide a Quality Control (QC) Manager who will have overall responsibility and authority for Quality Control. This individual shall have successfully completed the IDOT Division of Highways HMA Concrete Level II Technician Course "HMA Proportioning and Mixture Evaluation." In addition to the QC Manager, the Contractor shall provide sufficient and qualified personnel to perform the required visual inspections, sampling, testing, and documentation in a timely manner.

- A. Gradations for Mixture Proportioning: Aggregate gradations for proportioning (ASTM C-136) are required at a minimum of one per week when mix is produced. Aggregate gradations can be either hot bin gradations for batch plants or stockpile gradations for drier drum plants. Hot bin gradations may be reported on either form AER 9 or on the Division of Highways QC/QA package "Grad 1" Tab in the Daily HMA Plant Reporting Module. Stockpile gradations shall be shown on form MI504QC from the "Print Out" Tab in the Aggregate Stockpile Module of The Division of Highways QC/QA Package.
- B. Production Mixture Testing: 1 per 1000 tons of the following (if total daily quantity is < /= 200 tons (small quantity) then a mix sample is not required and this quantity may be added on to next day's total for testing. Two consecutive days without testing is not allowed.): Reflux extraction (ASTM D2172) or Ignition oven test showing gradation and AC Content, Maximum Specific Gravity (ASTM D 2041), Bulk Specific Gravity (ASTM D 2726) and % Air Voids (ASTM D 3203). Calculations of the results (including weight data) shall be shown on the "Voids 1" and "IGN & NUC AC 1" tab printouts from the Division of Highways QC/QA Package Daily HMA Plant Reporting module.</p>

- C. A certification from the quarry for the total quantity of aggregate listing the source, gradation type, and quality designation of aggregate shipped. The Aggregate Certification of Compliance (AER18) may be used by the contractor for this purpose.
- D. Original asphalt shipping tickets listing the source and type of asphalt shipped.
- E. Check sample tests at a rate of 1/5000 tons randomly selected by the R.E. shall be sent with an identification sheet to an independent laboratory designated by the Division of Aeronautics. If the project is < 5000 tons, 1 sample selected randomly shall be sent.
- F. Bituminous Test Summary (AER 14) Note: The R.E. should make certain that the Contractor fills this form out daily (for mix production days) and distributes it daily to the Division of Aeronautics and R.E. The Contractor (QC Manager) is required to note any adjustments to the mix or to the plant (proportioning) in the "Remarks/Corrective Measures" section of the AER 14.

### V. QUALITY CONTROL

A. Control Limits (Control Charts used for projects > 4000 tons per bituminous concrete pay item)

Target values shall be determined from the approved JMF. The target values shall be plotted on the control charts within the following control limits:

Parameter % Passing	Individual Test	Moving Avg. of 4
1/2 in.	±7%	±4 %
No. 4	±7 %	±4 %
No. 8	±5 %	±3 %
No. 30	±4 %	±2.5 %
No. 200 *	±2.0 % *	±1.0 % *
Asphalt Content	±0.45 %	±0.2 %

### Control Limits

- \* No. 200 material percent's shall be based on washed samples. Dry sieve gradations (-200) shall be adjusted based on anticipated degradation in the mixing process.
- B. <u>Control Charts</u> (Control Charts used for projects > 4000 tons per bituminous concrete pay item)

Standardized control charts shall be maintained by the Contractor at the field laboratory. The control charts shall be displayed and be accessible at the field laboratory at all times for review by the Engineer. The individual required test results obtained by the Contractor shall be recorded on the control chart immediately upon completion of a test, but no later than 24 hours after sampling. Only the required plant tests and resamples shall be recorded on the control chart control chart. Any additional testing of check samples may be used for controlling the Contractor's processes, but shall be documented in the plant diary.

The results of assurance tests performed by the Resident Engineer will be posted as soon as available.

The following parameters shall be recorded on control charts:

- Combined Gradation of Hot-Bin (Batch Plant) or Combined Belt Aggregate Samples (Drier Drum Plant) (% Passing 1/2 in., No. 4., No. 8, No. 30, and No. 200 Sieves)
- 2. Asphalt Content
- 3. Bulk Specific Gravity (G<sub>mb</sub>)
- 4. Maximum Specific Gravity of Mixture (G<sub>mm</sub>) C.

### Corrective Action for Required Plant Tests

Control Limits for each required parameter, both individual tests and the average of four tests, shall be exhibited on control charts. Test results shall be posted within the time limits previously outlined.

- 1. Individual Test Result. When an individual test result exceeds its control limit, the Contractor shall immediately resample and retest. If at the end of the day no material remains from which to resample, the first sample taken the following day shall serve as the resample as well as the first sample of the day. This result shall be recorded as a retest. If the retest passes, the Contractor may continue the required plant test frequency. Additional check samples should be taken to verify mix compliance.
- 2. Asphalt Content. If the retest for asphalt content exceeds control limits, mix production shall cease and immediate corrective action shall be instituted by the Contractor. After corrective action, mix production shall be restarted, the mix production shall be stabilized, and the Contractor shall immediately resample and retest. Mix production may continue when approved by the Engineer. The corrective action shall be documented.

Inability to control mix production is cause for the Engineer to stop the operation until the Contractor completes the investigation identifying the problems causing failing test results.

- 3. Combined Aggregate/Hot-Bin. For combined aggregate/hot-bin retest failures, immediate corrective action shall be instituted by the Contractor. After corrective action, the Contractor shall immediately resample and retest. The corrective action shall be documented.
  - a. Moving Average. When the moving average values trend toward the moving average control limits, the Contractor shall take corrective action and increase the sampling and testing frequency. The corrective action shall be documented.

The Contractor shall notify the Engineer whenever the moving average values exceed the moving average control limits. If two consecutive moving average values fall outside the moving average control limits, the

Contractor shall cease operations. Corrective action shall be immediately instituted by the Contractor. Operations shall not be reinstated without the approval of the Engineer. Failure to cease operations shall subject all subsequently produced material to be considered unacceptable.

b. Mix Production Control. If the Contractor is not controlling the production process and is making no effort to take corrective action, the operation shall stop.

# VI. TEST SECTION AND DENSITY ACCEPTANCE (Note: Applies only when specified.)

A. The purpose of the test section is to determine if the mix is acceptable and can be compacted to a consistent passing density.

A quick way to determine the compaction of the mix is by the use of a nuclear density gauge in the construction of a growth curve. An easy way to construct a growth curve is to use a good vibratory roller. To construct the curve, an area the width of the roller in the middle of the mat is chosen and the roller is allowed to make one compaction pass. With the roller stopped some 30 feet away, a nuclear reading is taken and the outline of the gauge is marked on the pavement. The roller then makes a compaction pass in the opposite direction and another reading is taken. This scenario is continued until at least two (2) passes are made past the maximum peak density obtained.

The maximum laboratory density potential of a given mix is a direct function of the mix design air voids. Whereas, the actual maximum field density is a function of the type of coarse aggregates, natural or manufactured sands, lift thickness, roller type (static or vibratory), roller and paver speed, base condition, mix variation, etc. All of these items are taken into consideration with the growth curve.

- 1. <u>High Density in the Growth Curve</u>. If the growth curve indicates a maximum achievable field density of between 95 to 98 percent of the Theoretical Maximum Density (D), you can proceed with the Rolling Pattern. On the other hand, if the maximum achievable density is greater than 98 percent, a quick evaluation (by use of an extractor, hot bin gradations, nuclear asphalt determination, etc.) must be made of the mix. When adjustments are made in the mix, a new growth curve shall be constructed.
- 2. <u>Low Density in the Growth Curve</u>. If the growth curve indicates the maximum achievable density is below 94 percent, a thorough evaluation of the mix, rollers, and laydown operations should be made. After a thorough evaluation of all factors (mix, rollers, etc.), asphalt or gradation changes may be in order as directed by the Engineer. Again, any changes in the mix will require a new growth curve. Note that the nuclear density test is a quality control tool and not an acceptance test. All acceptance testing is to be conducted by the use of cores, unless otherwise specified.

- 3. <u>Acceptance of Test Section</u>. The Contractor may proceed with paving the day after the test section provided the following criteria have been met:
  - a. Four random locations (2 cores per location cut longitudinally and cored by the Contractor) will be selected by the Engineer within the test strip. All the cores must show a minimum of 94% density.
  - b. All Superpave and extraction test results from mix produced for the test section must be within the tolerances required by specification.
  - c. The Contractor shall correlate his nuclear gauge to the cores taken in the test section. Additional cores may be taken at the Contractor's expense for this purpose within the test section area, when approved by the Engineer.
- 4. <u>Density Acceptance under Production Paving</u>. The responsibility for obtaining the specified density lies with the Contractor. Therefore, it is important that the nuclear density gauge operator communicate with the roller operators to maintain the specified density requirements. The Contractor shall provide a qualified HMA Density Tester who has successfully completed the Department's "HMA Nuclear Density Testing Course" to run all required density tests on the job site. Density acceptance testing, unless otherwise specified, is described as follows:
  - a. The Contractor shall cut cores at random locations within 500 ton sublots as directed by the Resident Engineer.
  - b. The cores should be extracted so as not to damage them, since they are used to calculate the Contractor's pay.
  - c. The Engineer will run preliminary G<sub>mb</sub> tests on the cores to give the Contractor an indication of how compaction is running for the next day's paving.
  - d. A running average of four (4) Maximum Theoretical Gravities  $(G_{mm})$  will be used for calculating percent compaction.
  - e. Final core density tests and pay calculations will be performed by the Resident Engineer and delivered to the Contractor.
  - f. Should the contractor wish to resample the pavement as a result of pay calculations resulting in less than 100% payment the request must be made within 48 hours of receipt of the original payment calculation.

Steven J. Long, P.E. Acting Chief Engineer

Supersedes Policy Memorandum 2003-1 dated May 1, 2014

# **APPENDIX A**

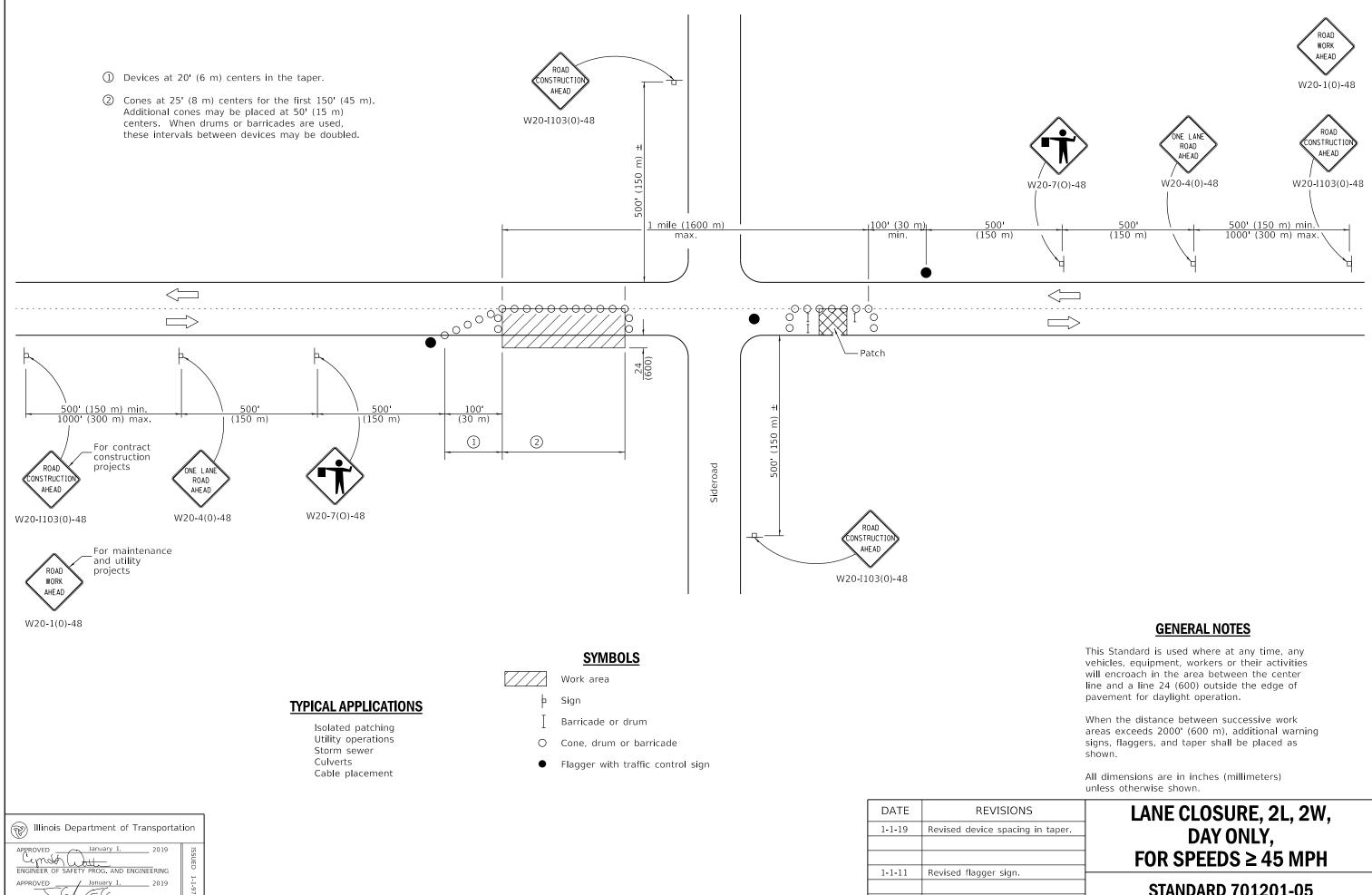
Percentage by Weight Passing Sieves Job Mix Formula (JMF)			
Sieve Size	Gradation B Range 1" Maximum	Ideal Target	
1-1/4 in.			
1 in.	100	100	
3/4 in.	93 – 97	95	
1/2 in.	75 – 79	77	
3/8 in.	64 - 68	66	
No. 4	45 – 51	48	
No. 8	34 – 40	37	
No. 16	27 – 33	30	
No. 30	19 – 23	21	
No. 100	6 – 10	8	
No. 200	4 – 6	5	
Bitumen %: Stone	4.5 – 7.0	5.5	

### AGGREGATE BITUMINOUS BASE COURSE

Percentage by Weight Passing Sieves Job Mix Formula (JMF)			
Sieve Size	Gradation B Range ¾" Maximum	Ideal Target	
1 in.	100		
3/4 in.	100	100	
1/2 in.	99 - 100	100	
3/8 in.	91 - 97	94	
No. 4	56 – 62	59	
No. 8	36 - 42	39	
No. 16	27 - 32	30	
No. 30	19 - 25	22	
No. 100	7 – 9	8	
No. 200	5 – 7	6	
Bitumen %:			
Stone	5.0 - 7.0	6.0	

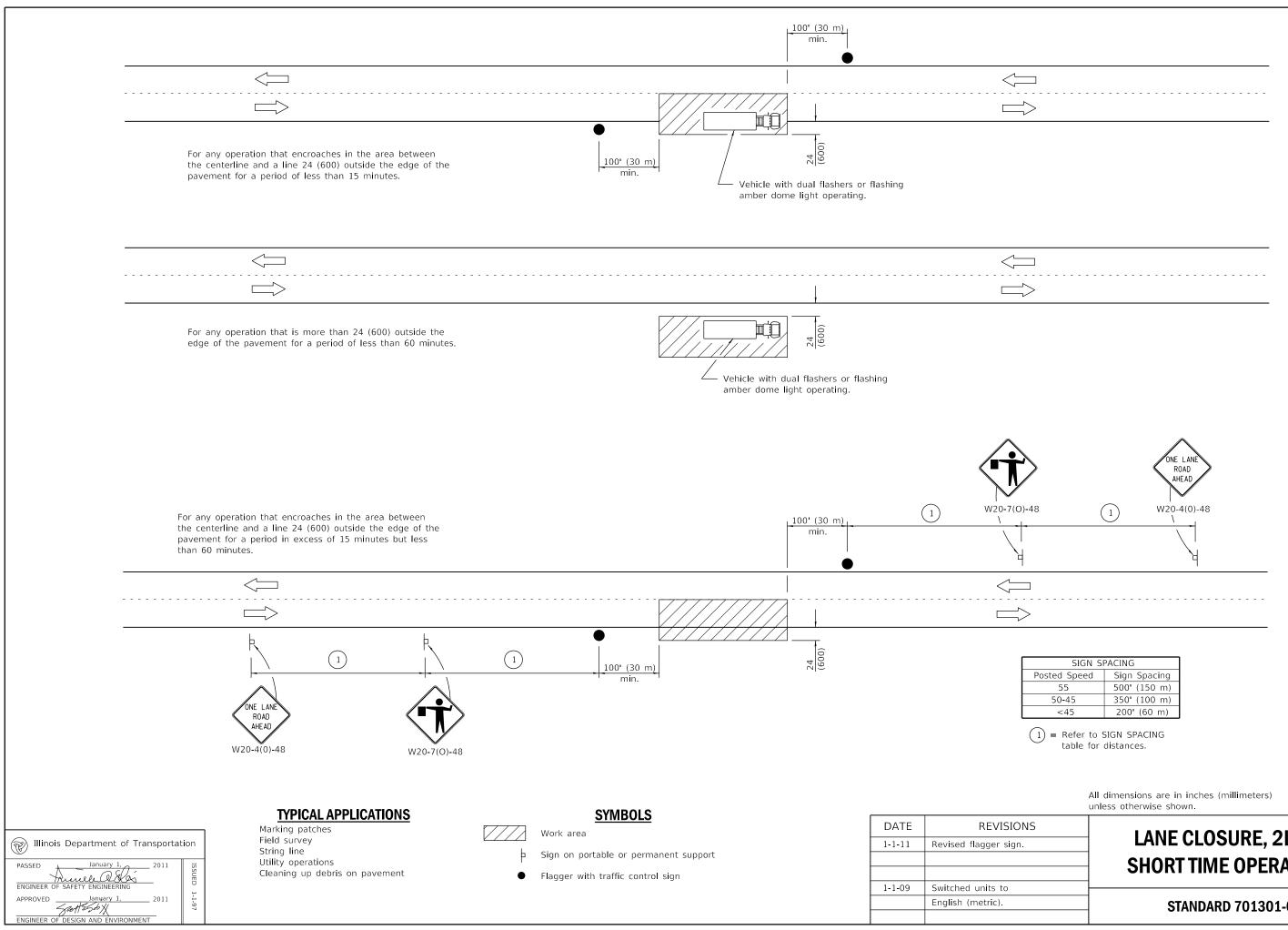
### AGGREGATE BITUMINOUS SURFACE COURSE

### **APPENDIX B - IDOT STANDARD DRAWINGS**



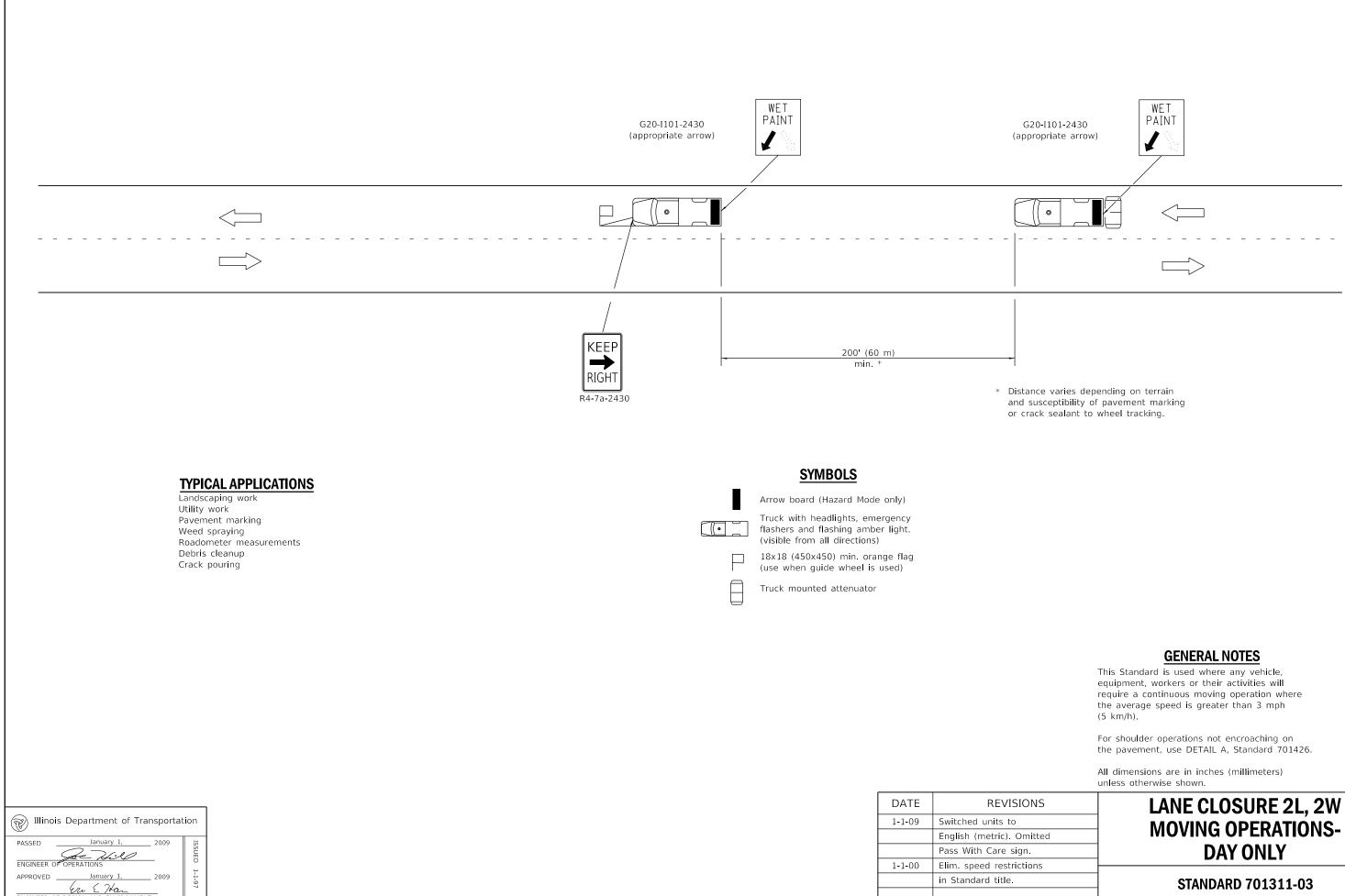
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### STANDARD 701201-05



# LANE CLOSURE, 2L, 2W, **SHORT TIME OPERATIONS**

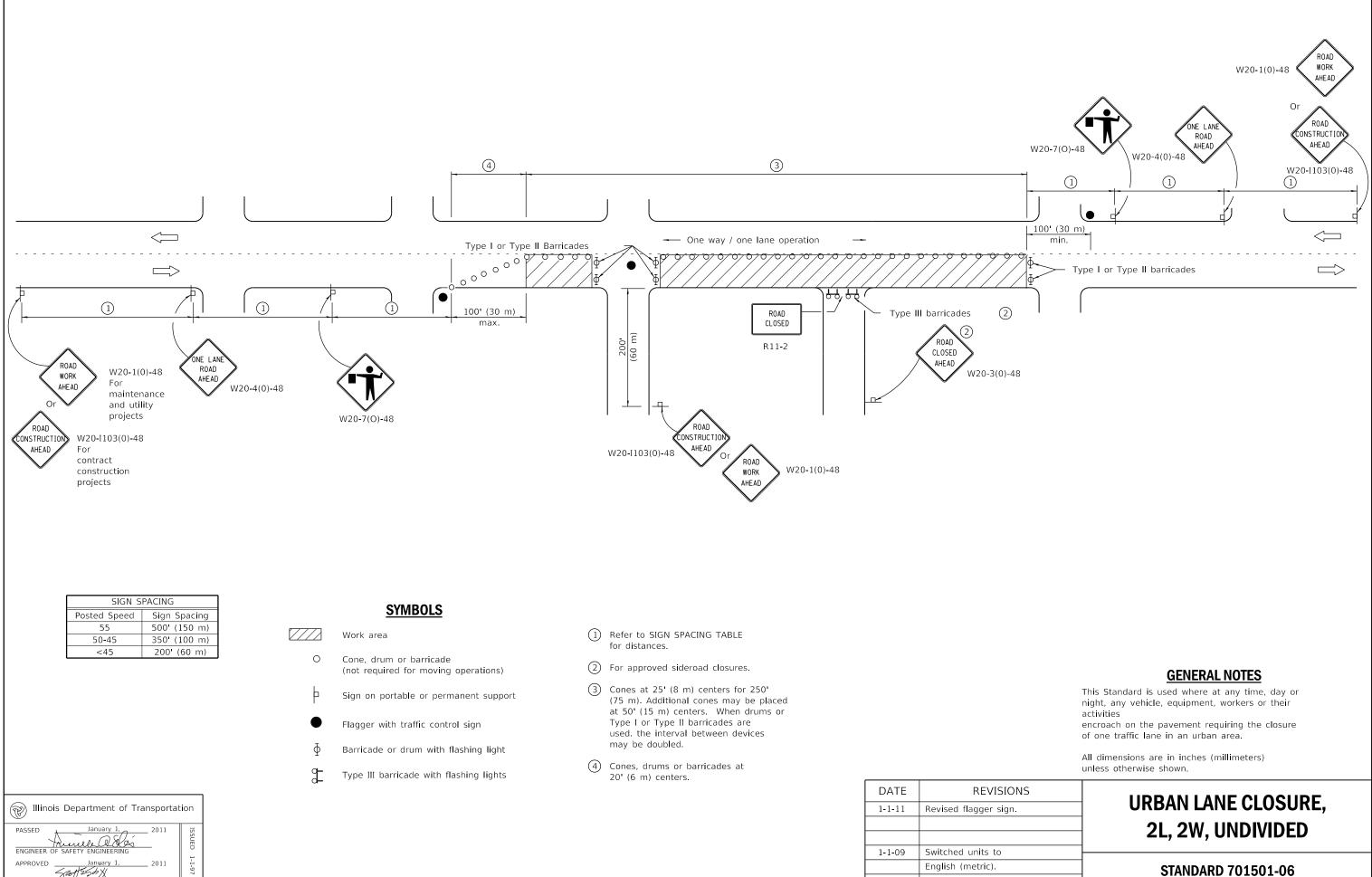
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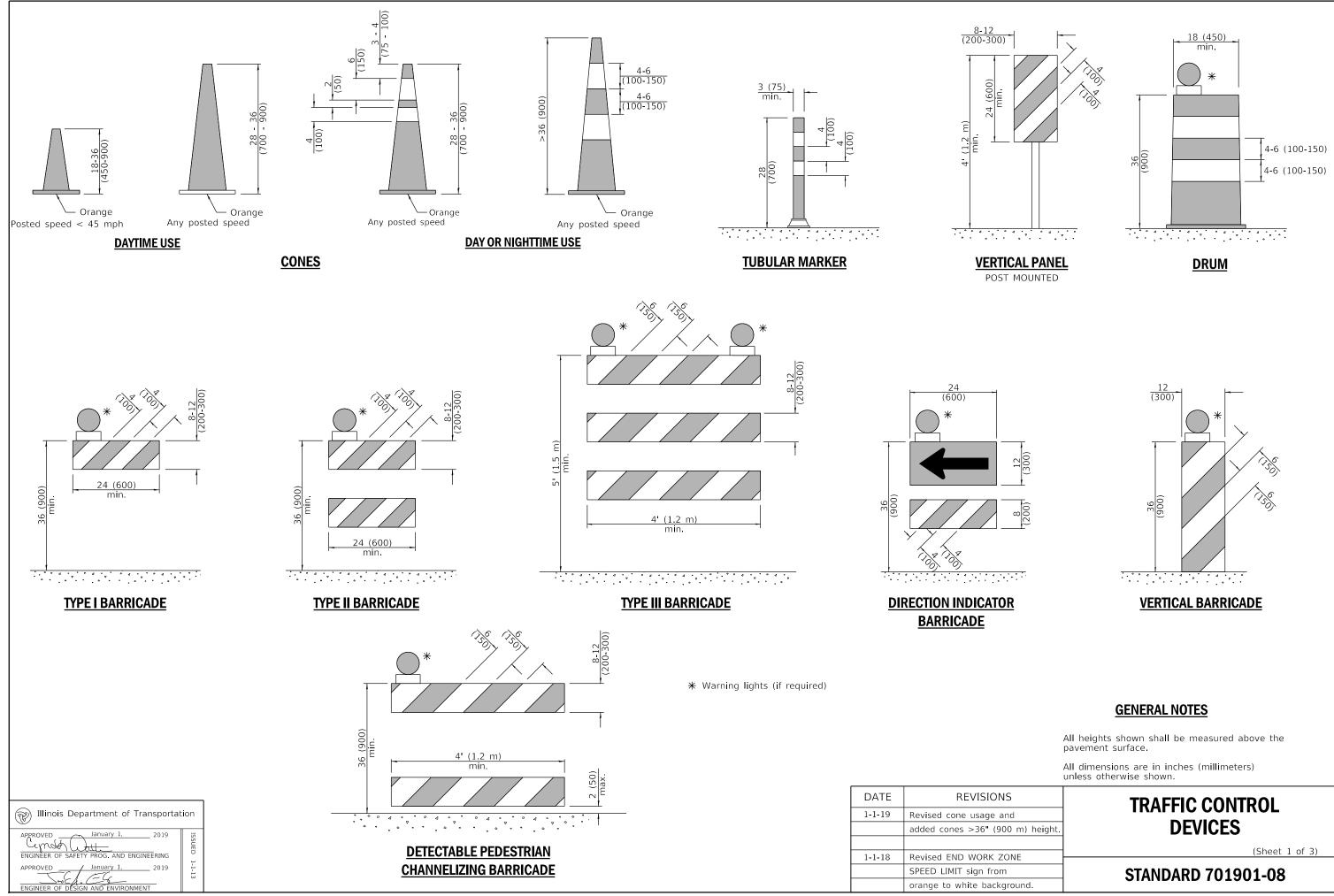
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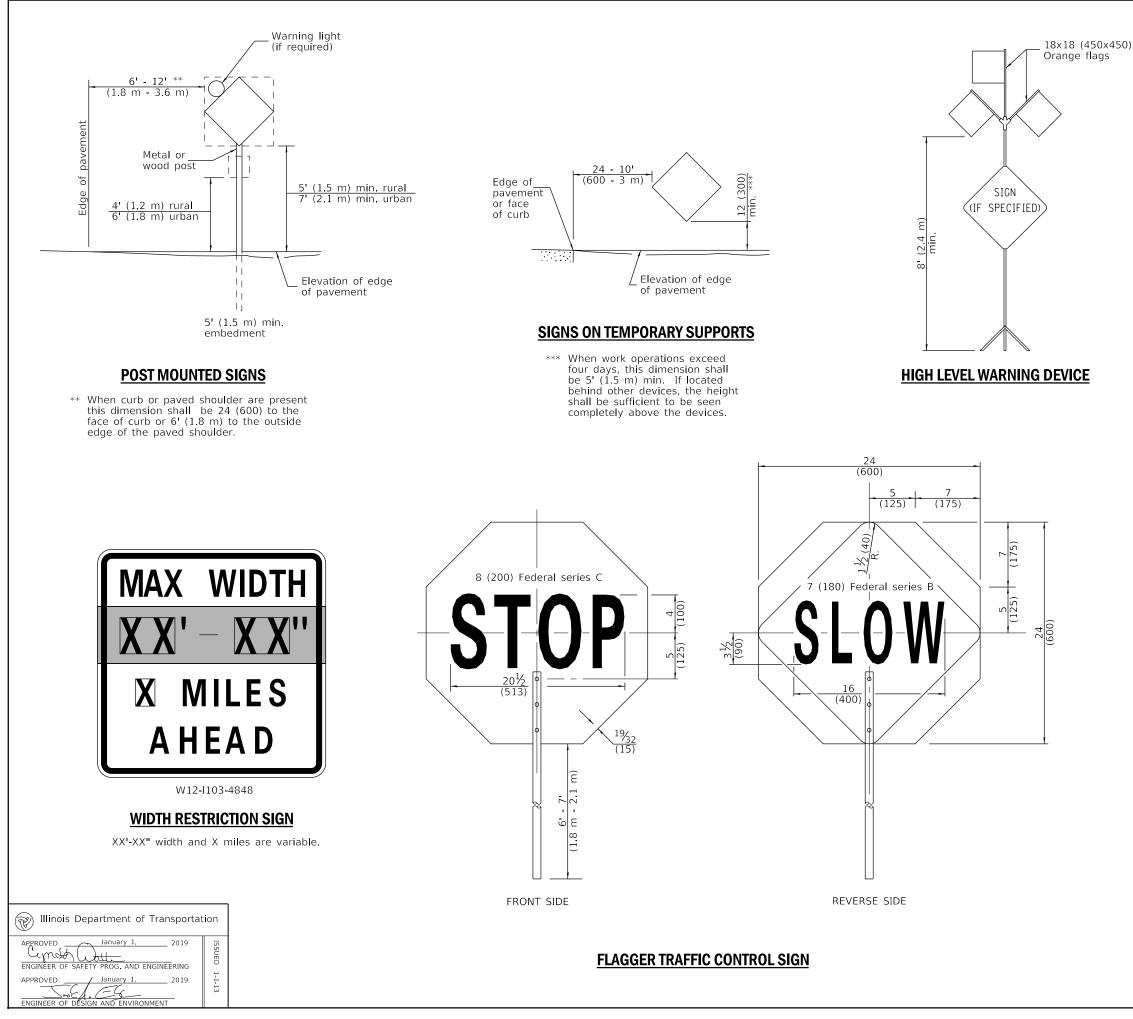


ENGINEER OF DESIGN AND EN

### STANDARD 701501-06



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G20-I104(0)-6036

G20-I105(0)-6024

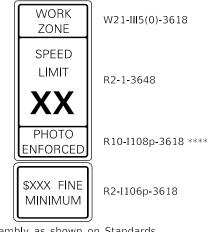
This signing is required for all projects 2 miles (3200 m) or more in length.

ROAD CONSTRUCTION NEXT X MILES sign shall be placed 500' (150 m) in advance of project limits.

END CONSTRUCTION sign shall be erected at the end of the job unless another job is within 2 miles (3200 m).

Dual sign displays shall be utilized on multilane highways.

### WORK LIMIT SIGNING



Sign assembly as shown on Standards or as allowed by District Operations.



G20-I103-6036

This sign shall be used when the above sign assembly is used.

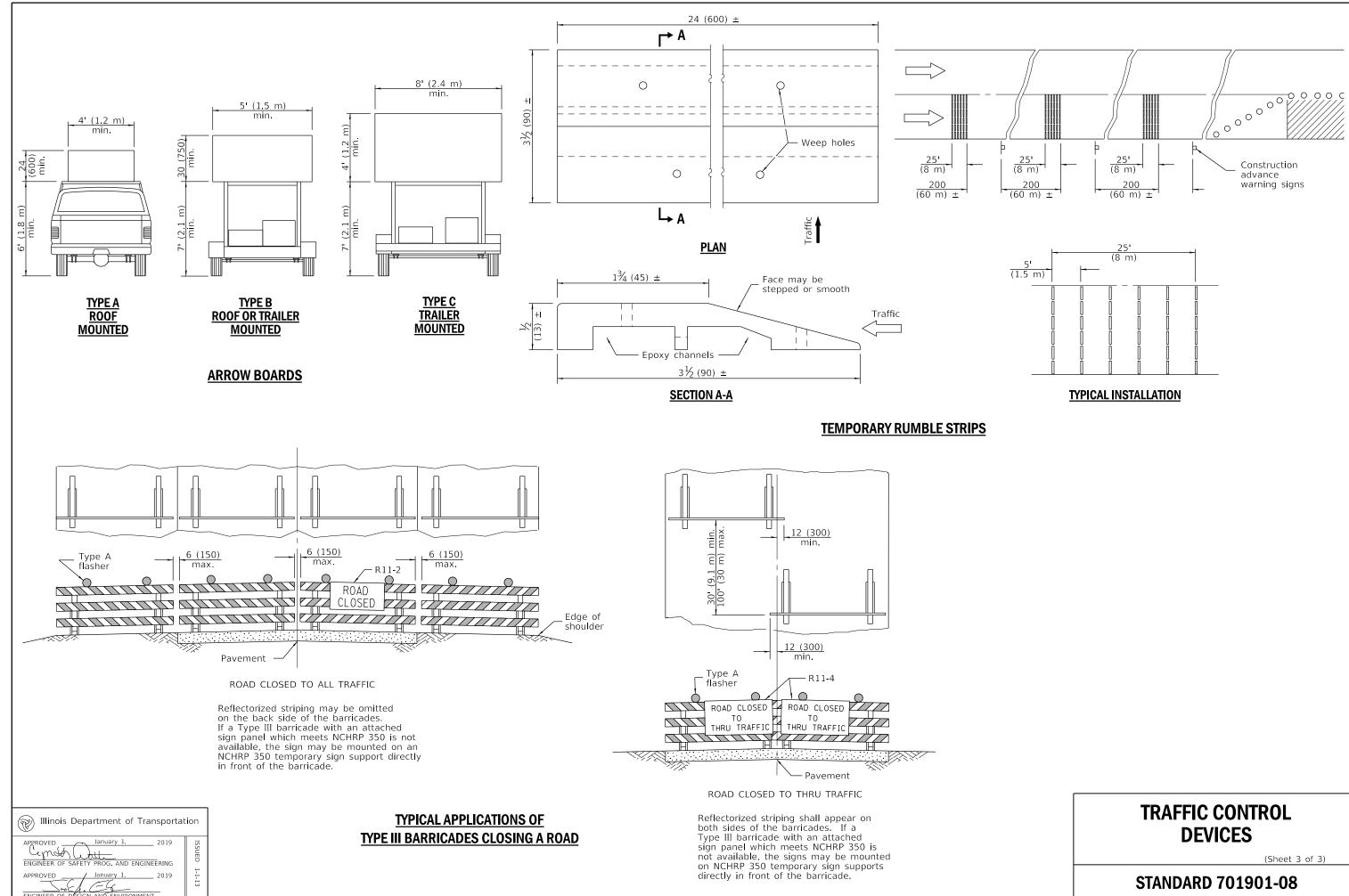
### **HIGHWAY CONSTRUCTION SPEED ZONE SIGNS**

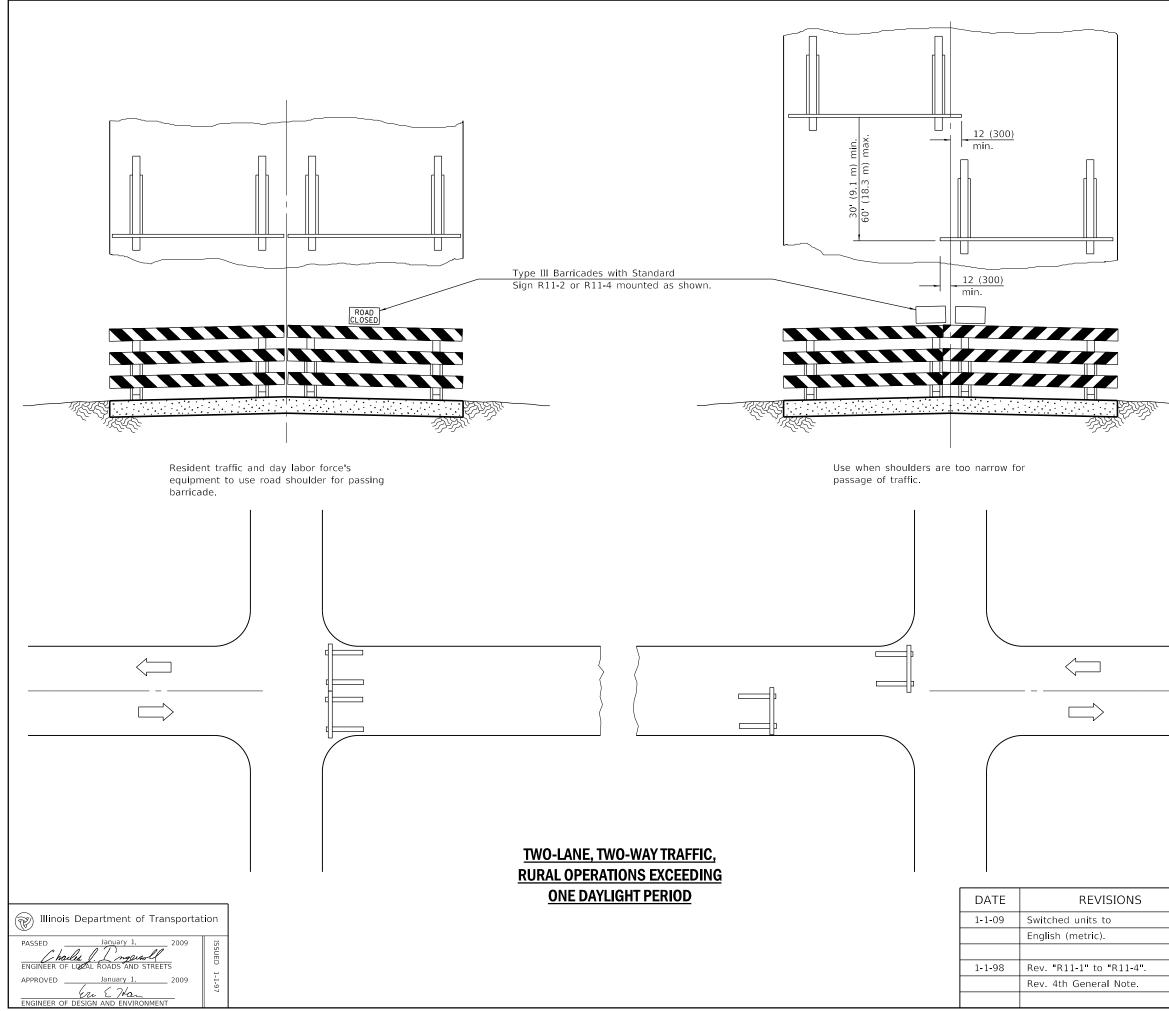
\*\*\*\* R10-I108p shall only be used along roadways under the juristiction of the State.

## **TRAFFIC CONTROL DEVICES**

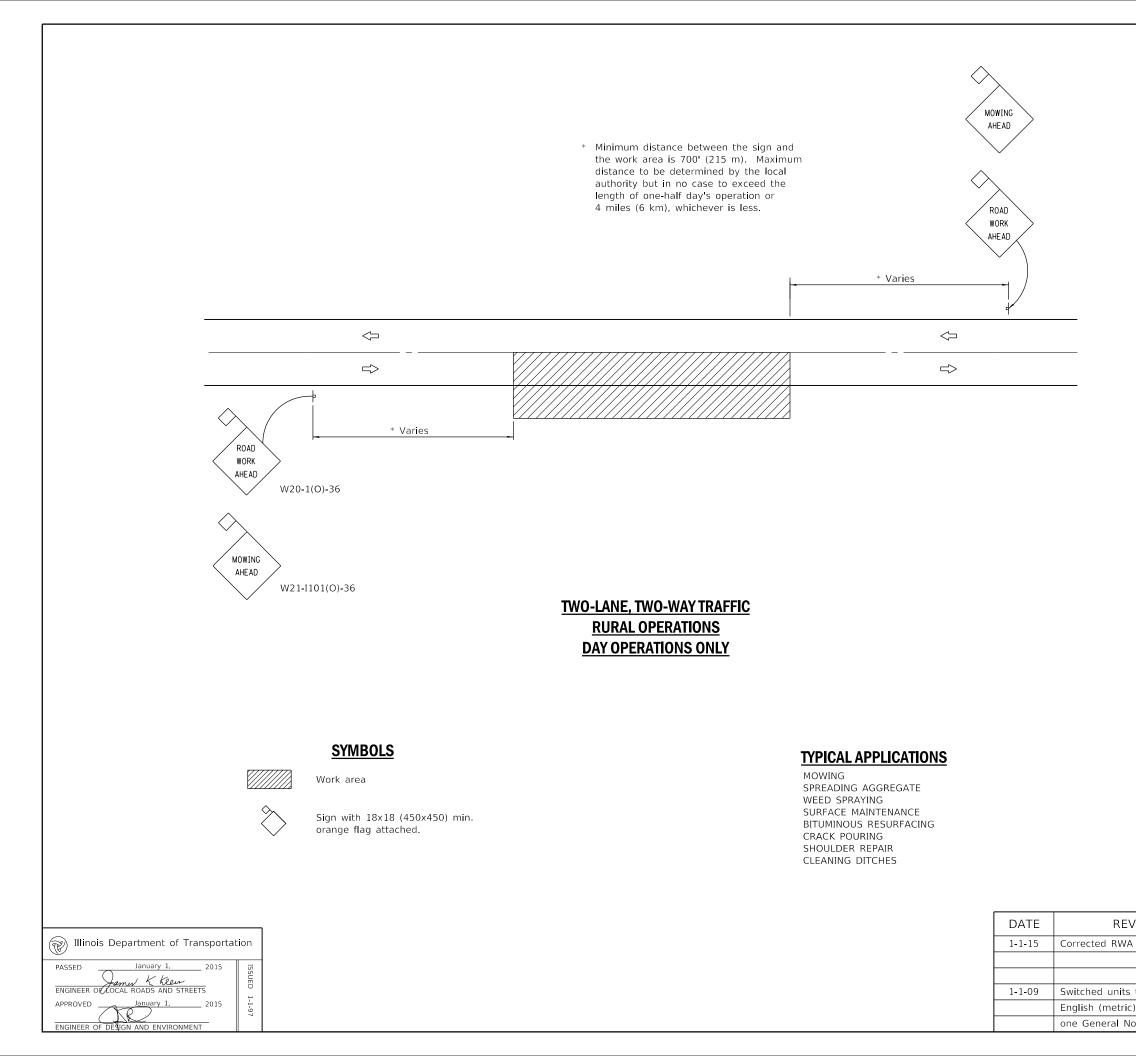
(Sheet 2 of 3)

### STANDARD 701901-08





	<b>GENERAL NOTES</b> Type III barricades to be width of pavement only.
>	Reflectorized striping shall appear on both sides of barricades. Barricades shall be positioned so that stripes slope downward toward the side on which traffic is to pass.
	Although not shown, advance warning signs with minimum dimensions of 36x36 (900x900) and black legends on orange reflectorized backgrounds shall be utilized where needed.
	This case is for use on rural local roads where the local authority considers this protection to be appropriate for the specific job conditions.
	All dimensions are in inches (millimeters) unless otherwise shown.
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• "R11-4".	
al Note.	STANDARD B.L.R. 17-4



### **GENERAL NOTES**

Maintenance operations shall be confined to one traffic lane, leaving the opposite lane open to traffic. At least 500' (150 m) of both traffic lanes shall be available for traffic movement between work areas at intervals not greater than 1000' (300 m).

When operations are on the pavement and stationary or moving at a speed less than 4 mph (6 kph), a ONE LANE AHEAD, or other appropriate sign, shall be installed in each direction between the ROAD WORK AHEAD sign and the work area. The distance between this sign and the work area shall be a minimum of 400' (120 m) but in no case to exceed the length of one-half day's operation or 4 miles (6 km), whichever is less. The distance between the two signs shall be approximately 400' (120 m).

All signs are to be removed at completion of the day's operation.

Any unattended obstacle, excavation, or pavement drop off greater than 3 (75) in the work area shall be protected by Type I or Type II barricades with flashing lights.

Longitudinal dimensions may be adjusted slightly to fit field conditions.

All vehicles, equipment, men, and their acitvities are restricted at all times to one side of the pavment.

Flashing lights or rotating beacons are required for all maintenance vehicles while in operation.

Applicable operations illustrated in Standard 701301 may be used when operations do not exceed 15 minutes on the pavement or 60 minutes on the shoulder respectively.

All warning signs shall have minimum dimensions of 36x36 (900x900) and have black legend on an orange reflectorized background.

When fluorescent signs are used, orange flags are not required.

This case is for use on rural local roads where the local authority considers this protection to be appropriate for the specific job conditions.

All dimensions are in inches (millimeters) unless otherwise shown.

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# **TRAFFIC CONTROL DEVICES-DAY LABOR MAINTENANCE**

### STANDARD B.L.R. 18-6