

# 05A

Letting June 12, 2026

## Notice to Bidders, Specifications and Proposal

**WARNING: FAA Buy American Preference provisions apply to this contract. Failure to submit a "Certification of Compliance with FAA Buy American Preference – Construction Projects" form in accordance with the bidding procedures set forth herein (Appendix A3) will result in the bid being declared non-responsive.**



**Illinois Department  
of Transportation**

Springfield, Illinois 62764

**Contract No. KA056  
Greater Kankakee Airport  
Kankakee, Illinois  
Kankakee County  
Illinois Project No. IKK-5242  
SBG Project No. 3-17-SBGP-TBD**



## NOTICE TO BIDDERS

1. **TIME AND PLACE OF OPENING BIDS.** Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 12:00 p.m. on June 12, 2026, 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. KA056  
Greater Kankakee Airport  
Kankakee, Illinois  
Kankakee County  
Illinois Project No. IKK-5242  
SBG Project No. 3-17-SBGP-TBD**

**Rehabilitate Taxiway A, Phase 2**

**For engineering information, please contact Alyssa Steblay, P.E. of Mead & Hunt, Inc. at 971.394.3080.**

3. **INSTRUCTIONS TO BIDDERS.**

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

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

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

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

6. **DISADVANTAGED BUSINESS POLICY.** The DBE goal for this contract is 0.0%.

7. **SPECIFICATIONS AND DRAWINGS.** The work shall be done in accordance with the Standard Specifications for Construction of Airports (Adopted March 22, 2023), the Special Provisions dated April 24, 2026, and the Construction Plans dated April 24, 2026 as approved by the Illinois Department of Transportation, Division of Aeronautics.

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

a. Additive Alternates

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

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

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

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

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

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

b. Optional Alternates

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

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

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

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

The contract time for this contract is 91 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. 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

Gia Biagi,  
Secretary

ILLINOIS DEPARTMENT OF TRANSPORTATION  
DIVISION OF AERONAUTICS

**REQUIRED CONTRACT PROVISIONS FOR STATE FUNDED AIRPORT CONSTRUCTION PROJECTS**

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

**DISADVANTAGED BUSINESS POLICY**

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

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

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

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

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

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

**SPECIAL PROVISION FOR SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)**

**Effective: November 2, 2017**

**Revised: April 1, 2019**

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

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

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

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

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

**SPECIAL PROVISION FOR PAYMENTS TO SUBCONTRACTORS**

**Effective: November 2, 2017**

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

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

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

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

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

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

**Effective: April 2, 2018**

##### Subcontractor and Disadvantaged Business Enterprise Payment Reporting

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

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

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

#### **SPECIAL PROVISION FOR ADDITIONAL STATE REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION CONTRACTS**

**Effective: February 1, 1969**

**Revised: January 1, 2017**

#### **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

#### **SUBMISSION OF PAYROLL RECORDS – FEDERAL AID CONTRACT (BDE)**

**Effective: April 1, 2026**

If the prevailing rate of wages published by the Illinois Department of Labor (IDOL) is equal to or greater than the prevailing wage determination by the United States Secretary of Labor for the same locality for the same type of construction used to classify the federal construction project, the requirements of the Illinois Prevailing Wage Act (820 ILCS 130) shall apply, including the "ILLINOIS PREVAILING WAGE ACT" section below. If not, only the requirements of the Davis-Bacon Act shall apply, including the "DAVIS-BACON ACT" section below.

#### DAVIS-BACON ACT:

##### STATEMENTS AND PAYROLLS

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

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

#### ILLINOIS PREVAILING WAGE ACT:

##### STATEMENTS AND PAYROLLS

(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.

(2) Payroll Records. The Contractor and each subcontractor shall make and keep, for a period of five 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 the worker's name, the worker's address, the worker's telephone number when available, the worker's social security number, the worker's classification or classifications, the worker's gross and net wages paid in each pay period, the worker's number of hours worked each day, and the worker's starting and ending times of work each day. However, any Contractor or subcontractor who remits contributions to a fringe benefit fund that is not jointly maintained and jointly governed by one or more employer and one or more labor organization must additionally submit the worker's hourly wage rate, the worker's hourly overtime wage rate, the worker's hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable. Upon seven business days' notice, these records shall be available at a location within the State, during reasonable hours, for inspection by the Department or the Department of Labor; and Federal, State, or local law enforcement agencies and prosecutors.

(3) Submission of Payroll Records. The Contractor and each subcontractor shall, 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 Certified Transcript of Payroll Portal in compliance with the State Prevailing Wage Act (820 ILCS 130). The portal can be found on the IDOL website at <https://labor.illinois.gov>. 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 <https://lcptracker.com/>. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate option ("No Work", "Suspended", or "Complete") selected.

(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.

#### **SPECIAL PROVISION FOR NPDES CERTIFICATION**

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

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

The Airport Owner or its Agent will:

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

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

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

It being understood and agreed that the completion within the time limit is an essential part of the contract, the bidder agrees to complete the work within 91 calendar days, unless additional time is granted by the Engineer in accordance with the provisions of the specifications. In case of failure to complete the work on or before the time named herein, or within such extra time as may have been allowed by extensions, the bidder agrees that the Department of Transportation shall withhold from such sum as may be due him/her under the terms of this contract, the costs, as set forth in Section 80-09 Failure to Complete on Time of the Standard Specifications, which costs shall be considered and treated not as a penalty but as damages due to the State from the bidder by reason of the failure of the bidder to complete the work within the time specified in the contract.

**ILLINOIS WORKS APPRENTICESHIP INITIATIVE – STATE FUNDED CONTRACTS (BDE)**

**Effective: June 2, 2021**

**Revised: April 2, 2024**

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

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

**SPECIAL PROVISION FOR SUBMISSION OF BIDDERS LIST INFORMATION (BDE)**

**Effective: January 2, 2025**

**Revised: March 2, 2025**

In accordance with 49 CFR 26.11(c) all DBE and non-DBEs who bid as prime contractors and subcontractors shall provide bidders list information, including all DBE and non-DBE firms from whom the bidder has received a quote or bid to work as a subcontractor, whether or not the bidder has relied upon that bid in placing its bid as the prime contractor.

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

State of Illinois  
Department of Transportation

SPECIAL PROVISION  
FOR  
SECTION 80 PROSECUTION AND PROGRESS

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

80-09 Failure to complete on time.

ADD:

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

State of Illinois  
Department of Transportation

SPECIAL PROVISION  
FOR  
SECTION 90 MEASUREMENT AND PAYMENT

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

90-07 Partial payments.

DELETE: The entire section.

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

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

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

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

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

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

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

90-09 Trust agreement option.

DELETE: The entire section.

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

## A1 ACCESS TO RECORDS AND REPORTS

### A1.1 CONTRACT CLAUSE

#### ACCESS TO RECORDS AND REPORTS

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

## A2 BREACH OF CONTRACT TERMS

### A2.1 CONTRACT CLAUSE

This provision is required for all contracts that exceed the simplified acquisition threshold as stated in 2 CFR Part 200, Appendix II (A). This threshold is occasionally adjusted for inflation and is \$350,000.

#### BREACH OF CONTRACT TERMS

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

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

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

## A3 BUY AMERICAN PREFERENCE

### A3.1 SOLICITATION CLAUSES

#### A3.1.1 Certification of Compliance with FAA Buy American Preference Statement

##### FAA BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 U.S.C. § 50101, BABA and other related Made in America Laws<sup>1</sup>, U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

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

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

The bidder or offeror certifies procurement of certain rolling stock using FAA grant funds will prohibit airports from using Federal financial assistance to procure buses or rail car vehicle rolling stock from covered entities.

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

#### A3.1.2 Illinois Department of Transportation, Division of Aeronautics Requirements

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

**The Department will not accept a "Certification of Compliance with FAA Buy American Preference – Construction Projects" form if it does not meet the bidding procedures set forth herein and the bid will be declared non-responsive. In the event the bid is declared non-responsive,**

**the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty and may deny authorization to bid the project if re-advertised for bids.**

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

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

**A3.1.3 Certification of Compliance with FAA Buy American Preference – Construction Projects**

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

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

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

- a) To provide to the Illinois Department of Transportation, Division of Aeronautics and the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
- b) To faithfully comply with providing U.S. domestic products.
- c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- d) Certify that all construction materials used in the project are manufactured in the U.S.

- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 U.S.C. § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 U.S.C. § 50101(b).

By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- a) To submit to the Illinois Department of Transportation, Division of Aeronautics and the FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

**Required Documentation**

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

## **A4 CIVIL RIGHTS - GENERAL**

### **A4.1 CONTRACT CLAUSES**

#### **A4.1.1 General Clause that is used for Contracts, Lease Agreements, and Transfer Agreements**

##### **GENERAL CIVIL RIGHTS PROVISIONS**

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

#### **A4.1.2 Specific Clause that is used for General Contract Agreements**

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

## **A5 CIVIL RIGHTS – TITLE VI ASSURANCE**

### **A5.1 SOLICITATION CLAUSE**

#### **A5.1.1 Title VI Solicitation Notice**

##### **Title VI Solicitation Notice:**

The Illinois Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4), 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, creed, age, or disability in consideration for an award.

### **A5.2 CONTRACT CLAUSES**

#### **A5.2.1 Title VI List of Pertinent Nondiscrimination Acts and Authorities**

##### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, *et seq.*)

#### **A5.2.2 Nondiscrimination Requirements/Title VI Clauses for Compliance**

##### **Compliance with Nondiscrimination Requirements:**

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

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

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

## **A6 CLEAN AIR AND WATER POLLUTION CONTROL**

### **A6.1 CONTRACT CLAUSE**

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

#### **CLEAN AIR AND WATER POLLUTION CONTROL**

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

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

## **A7 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

### **A7.1 CONTRACT CLAUSE**

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

#### **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

##### **1. Overtime Requirements.**

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

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

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

##### **3. Withholding for Unpaid Wages and Liquidated Damages.**

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract

Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

#### 4. Subcontractors.

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

## **A8 COPELAND "ANTI-KICKBACK" ACT**

### **A8.1 CONTRACT CLAUSE**

This provision applies to all construction contracts and subcontracts financed under the AIP that exceed \$2,000.

#### **COPELAND "ANTI-KICKBACK" ACT**

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

## **A9 DAVIS-BACON REQUIREMENTS**

### **A9.1 CONTRACT CLAUSE**

This provision is to be incorporated into all construction contracts and subcontracts that exceed \$2,000 and include funding from the AIP.

#### **DAVIS-BACON REQUIREMENTS**

##### 1. Minimum Wages.

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

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

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

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

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

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

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

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

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

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

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

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

### 3. Payrolls and Basic Records.

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

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

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

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

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

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

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

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

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to

make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

#### 4. Apprentices and Trainees.

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

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

#### 5. Compliance with Copeland Act Requirements.

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

#### 6. Subcontracts.

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

#### 7. Contract Termination: Debarment.

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

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

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

#### 9. Disputes Concerning Labor Standards.

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

#### 10. Certification of Eligibility.

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

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

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

## **A10 DEBARMENT AND SUSPENSION**

### **A10.1 CERTIFICATION CLAUSES**

#### **A10.1.1 Bidder or Offeror Certification**

##### **CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT**

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

#### **A10.1.2 Lower Tier Contract Certification**

##### **CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

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

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

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

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

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

## **A11 DISADVANTAGED BUSINESS ENTERPRISE**

### **A11.1 REQUIRED PROVISIONS**

#### **A11.1.1 Solicitation Language (Solicitations with a DBE Contract Goal)**

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

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

- (1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- (2) A description of the work that each DBE firm will perform;
- (3) The dollar amount of the participation of each DBE firm listed under (1);
- (4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal
- (5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- (6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR Part 26 including any amendments thereto. 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.

#### **A11.1.2 Solicitation Language (Solicitations with No DBE Contract Goal)**

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

#### **A11.1.3 Prime Contracts (Projects covered by a DBE Program)**

##### **Contract Assurance (49 CFR § 26.13) –**

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

- 1) Withholding monthly progress payments;

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

## **A12 DISTRACTED DRIVING**

### **A12.1 CONTRACT CLAUSE**

#### **TEXTING WHEN DRIVING**

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

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$15,000 that involve driving a motor vehicle in performance of work activities associated with the project.

## **A13 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

### **A13.1 CONTRACT CLAUSE**

#### **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

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

## **A14 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

### **A14.1 SOLICITATION CLAUSE**

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

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

## **A15 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

### **A15.1 CERTIFICATION CLAUSE**

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

#### **CERTIFICATION REGARDING LOBBYING**

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

## **A16 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

### **A16.1 CONTRACT CLAUSE**

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

## **A17 PROCUREMENT OF RECOVERED MATERIALS**

### **A17.1 CONTRACT CLAUSE**

#### **PROCUREMENT OF RECOVERED MATERIALS**

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

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

The list of EPA-designated items is available at [www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products](http://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products).

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

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

## **A18 RIGHT TO INVENTIONS**

### **A18.1 CONTRACT CLAUSE**

#### **RIGHTS TO INVENTIONS**

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

## **A19 SEISMIC SAFETY**

### **A19.1 CONTRACT CLAUSE**

#### **A19.1.1 Construction Contracts**

##### **SEISMIC SAFETY**

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

## **A20 TAX DELINQUENCY AND FELONY CONVICTIONS**

### **A20.1 CERTIFICATION CLAUSE**

#### **CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

##### **Certifications**

- 1) The applicant represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

- 2) The applicant represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

**Note**

If an applicant cannot comply with the two (2) above-listed certifications, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

**Term Definitions**

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

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

**A21 TERMINATION OF CONTRACT**

**A21.1 CONTRACT CLAUSE**

**A21.1.1 Termination for Convenience**

**TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)**

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

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

Owner agrees to pay Contractor for:

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

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

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

**A21.1.2 Termination for Default**

**TERMINATION FOR CAUSE (CONSTRUCTION)**

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

**A22 TRADE RESTRICTION CERTIFICATION**

**A22.1 SOLICITATION CLAUSE**

**TRADE RESTRICTION CERTIFICATION**

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

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

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

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

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

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

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

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

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

## **A23 VETERAN'S PREFERENCE**

### **A23.1 CONTRACT CLAUSE**

#### **VETERAN'S PREFERENCE**

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

## **A24 DOMESTIC PREFERENCES FOR PROCUREMENTS**

### **A24.1 CERTIFICATION CLAUSE**

#### **CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS**

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

## **A25 PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)**

### **A25.1 CONTRACT CLAUSE**

The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

Special  
Provisions  
For  
**REHABILITATE TAXIWAY A – PHASE 2**

**ILLINOIS PROJECT: IKK-5242  
S.B.G. PROJECT: 3-17-SBGP-TBD**

at

**GREATER KANKAKEE  
AIRPORT KANKAKEE,  
ILLINOIS**



**Issue for Bid  
APRIL 24, 2026**

Prepared By:

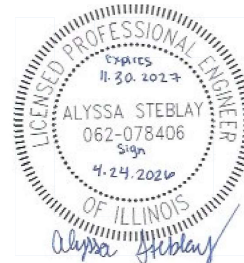


Mead & Hunt, Inc

200 N. LaSalle Street, Suite 2715

Chicago, Illinois 60601

Mead & Hunt Project No. 4668419-253471.01



## **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 Kankakee Valley Airport Authority for the construction of the subject project at the Greater Kankakee Airport, Kankakee, Illinois.

Wherever the word "Resident Engineer" is used, it shall mean the "Owners Representative" designated by the Kankakee Valley Airport Authority.

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

The "**Standard Specifications for Construction of Airports**", State of Illinois Department of Transportation, Division of Aeronautics, adopted March 22, 2023, 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**, shall also apply.

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**PART 1 – GENERAL PROVISIONS**

**SECTION 40 – SCOPE OF WORK**

**40-05 MAINTENANCE OF TRAFFIC**

ADD: The sentence to the end of section c.

The contractor is responsible for obtaining, maintaining, paying applicable fees and meeting the requirements for any and/or all permits required by the local jurisdiction for any temporary connects necessary for ingress to egress from abutting property, intersecting roads, streets or highways.

ADD: The sentence to the end of section f.

All aircraft, emergency response vehicles, and other airport vehicles have the right of way over construction vehicles and equipment at all times.

ADD: The sentence to the end of section g.

The contractor shall not enter any active taxiway safety area (TSA), taxiway object free area (TOFA), runway safety area (RSA), or active airport movement area without authorization from the Airport.

ADD:

- h. The Contractor shall be responsible for cleaning and maintaining all haul routes. The Contractor shall have an operational sweeper on-site to maintain pavements clear of dirt and debris at all times or as requested by the Resident Engineer or Airport. If the Contractor fails to comply, the Resident Engineer or Airport shall execute such work as may be deemed necessary to correct deficiencies and the cost thereof shall be deducted from compensation due.

**40-09 SAFETY PLAN COMPLIANCE DOCUMENT (SPCD)**

REVISE: The first sentence of the first paragraph to read:

Fourteen (14) days prior to the preconstruction conference, the Contractor shall submit a SPCD to the Airport describing how Contractor and subcontractors will comply with the requirements of the AC plus the CSPP and supplying any details that could not be determined before contract award.

ADD: The sentence to the end of the second paragraph:

At least one of the Contractor's safety management staff must be on-site whenever active construction is ongoing to act as point of contact and immediate response coordinator to correct any construction-related activity that may adversely affect operational safety of the Airport.

ADD:

Copies of the approved CSPP and SPCD must be available on-site at all times. The Contractor is responsible for ensuring all construction personnel are familiar with safety procedures and regulations applicable to construction on the Airport.

ADD:

**40-10 BARRICADES AND DELINEATORS**

The Contractor shall provide all barricades as needed per the plans. For each of the barricades, the Contractor shall provide 2 red solar powered omni-directional flashers. The barricades shall be marked with diagonal, alternating orange and white reflective stripes and shall measure 8 feet in length, 10 inches in width, and a maximum 18 inches in height. They shall be impact, UV resistant, high density polyethylene. Low-profile barricades shall be spaced a maximum of 4 feet apart (unless otherwise directed by the Airport) and filled with water. The Contractor shall verify the number of barricades is sufficient for the project. The Contractor shall be responsible for placing, filling with water, maintaining, and moving the barricades as necessary during the project or as directed by the Airport. No separate payment will be made for installation, maintenance, or mobilization of barricades and delineators.

ADD:

**40-11 TAXIWAY AND / OR RUNWAY CLOSURES**

The Contractor shall provide, place and maintain lighted runway closure crosses of the size and locations shown on the plans. The closure crosses shall remain in place unless otherwise authorized by the Resident Engineer or Airport. The Contractor shall ensure that the closed Runway is safety compliant per the CSPP prior to removal of closure crosses and re-opening airfield pavement to traffic. No separate payment will be made for installation, maintenance or mobilization of lighted runway closure crosses.

The Contractor shall deactivate airfield lights and /or signs for closed pavement as identified in the plans. The Contractor may use "covers" to "turn off" light fixtures in lieu of jumpering a portion of the circuit out. Contractor shall verify no light is seen from "covered" fixtures or signs. Contractor shall maintain fixture and sign "covers" until the temporary conditions are removed or ended. Covers shall not damage the fixtures or the signs. No separate payment will be made for the Contractor's means and methods of obscuring airfield lighting for closed pavement.

The Contractor shall remove pavement markings as shown on the plans and included in these contract documents. Payment will be made under Item 620 Runway and Taxiway Marking.

**SECTION 50 – CONTROL OF WORK**

**50-06 CONSTRUCTION LAYOUT AND STAKES**

REMOVE: The first paragraph

ADD: As the first paragraph:

The Contractor shall establish necessary horizontal and vertical control. The establishment of survey control and/or re-establishment of survey control shall be by a State Licensed Land Surveyor. The Contractor shall immediately notify the Resident Engineer of conflicts or discrepancies with the established control points.

**50-10 LOAD RESTRICTIONS**

REVISE: The first sentence of the third paragraph:

Prior to the start of construction operations, the Contractor shall document the condition of the local roads and the airport entrance roads to be used for Contractor's access and haul routes.

ADD:

Access to the work areas, staging areas or any project related boundary limits is limited to the haul routes shown on the construction safety and phasing plan drawings. The use of existing airfield pavements outside of the approved haul route is prohibited. The Contractor haul route shall stay off new asphalt pavement. Any damage to new or existing pavements prior to project completion shall be the responsibility of the contractor.

**50-11 MAINTENANCE DURING CONSTRUCTION**

ADD:

The Contractor shall maintain positive drainage from the work areas and prevent the ponding of water. The Contractor shall install temporary ditches or swales as necessary to maintain positive drainage. In the event a temporary ditch or swale is not feasible the Contractor shall excavate water storage areas adjacent to and at a lower elevation for the use of mechanical pumps. Work completed to perform maintenance of this kind during construction shall be considered incidental to the contract and no payment shall be made.

All trash receptacles within the airport perimeter must remain covered at all times when not loading or unloading trash. Material capable of being blown onto airfield pavement will not be allowed to be stored unprotected within the airport perimeter fence at any time during construction.

**50-16 PLANS AND WORK DRAWINGS.**

REVISE: The table after the 15<sup>th</sup> paragraph to read:

Project Location:	Greater Kankakee Airport
Project Title:	Rehabilitate Taxiway A – Phase 2
Project Numbers:	IKK – 5242 3-17-SBGP-TBD
Contract Item (Pay Item):	Pay Item Number & Description
Specification:	Section in the Specifications
Submitted By:	Contractor / Subcontractor Name
Date:	Date of Submittal

**SECTION 70 – LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC**

**70-03 Permit, Licenses, and taxes.**

ADD:

The Contractor shall comply with the Provisions of the NPDES Permit Number ILR10, issued by the Illinois by the Illinois Environmental Protection Agency for Storm Water Discharges From Construction Site Activities.

**70-10 Use of explosives.**

REMOVE: The 1<sup>st</sup> through the 3<sup>rd</sup> paragraph.

ADD:

The use of explosives shall not be permitted on or within 1,000 feet of the airport property.

**70-14 Opening sections of the work to traffic.**

ADD: After the 1<sup>st</sup> paragraph.

Work within the Runway Safety Area shall be phased and expedited to reduce the closure of Runway 4-22.

**70-16 Contractor’s responsibility for utility service and facilities of others.**

REMOVE: The last sentence of the 8<sup>th</sup> paragraph.

The general plan notes will indicate which utilities are not members of JULIE or DIGGER.

ADD: After the 8<sup>th</sup> paragraph.

The Existing Utility information provided within the contract documents is not guaranteed to be accurate or all inclusive. The Contractor is responsible to determine the type and location of utilities within the project limits as necessary to avoid damage of existing systems.

The following table includes contact numbers that may provide assistance:

Utility Service or Facility	Contact (Person)	Contact (Phone)
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
Airfield Lighting Cables	Greater Kankakee Airport	1-815-939-1422
NICOR – Gas Lines	J.U.L.I.E. (Joint Utility Locating Information for Excavators)	1-800-892-0123
City of Kankakee – Sanitary Sewer	Sewer Services	1-815-933-0446
Aqua Illinois - Watermain	Supervisor of Construction	1-815-935-6535
FAA Owned Utilities	FAA Regional Office	1-800-935-1900

**70-25 Contractor's responsibility of safety during construction.**

**REVISE:**

- c) Provide a point of contact, that is available 24-hour, that will coordinate an immediate response to correct any construction related activity that may adversely affect the operational safety of the Airport.

**SECTION 80 – PROSECUTION AND PROGRESS**

**80-09 Failure to complete on time.**

ADD:

Schedule of Deductions for Each Day of Overrun in Contract Time			
Original Contract Amount		Daily Charges	
From More Than	To and Including	Calendar Day	Work Day
\$ 0	\$ 100,000	\$ 75	\$ 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

**PART 2 – GENERAL CONSTRUCTION ITEMS**

**ITEM 102 – TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND  
SILTATION CONTROL**

**CONSTRUCTION**

ADD:

**102-3.11 Storm Water Pollution.** The Contractor shall be required to implement and maintain storm water pollution prevention practices and measures prior to the stripping of existing vegetation wherever possible and as soon as construction permits in other areas. Pollution control measures shall be in accordance with the contract documents and with Standards and Specifications for Soil Erosion and Sediment Control, Illinois Environmental Protection Agency, current issue. The Contractor shall adjust his operations and implement pollution control measures so that the runoff from stripped areas will leave the construction site other than through sediment traps or other suitable control measures.

Pollution control items shall be provided as noted in the contract documents and as directed by the resident engineer. The limits of such measures shall be staked by the contractor prior to commencement of construction. Such limits may be adjusted by the resident engineer to account for actual conditions experienced during construction. Additional compensation for measures exceeding the plan quantities will be paid for at the contract unit price for each item.

The contractor is to maintain and adjust, repair or replace all pollution prevention measures as required or as directed by the resident engineer until permanent vegetation has been established. Maintenance of pollution control measures is to be provided at no additional cost to the contract.

**BASIS OF PAYMENT**

**102-5.1**

ADD:

Payment will be made under:

Item AR156515	STRAW WATTLE – per FOOT
Item AR156520	INLET PROTECTION – per EACH

**ITEM 105 – MOBILIZATION**

**BASIS OF PAYMENT**

**105-3.1**

ADD:

Payment will be made under:

Item AR150520            MOBILIZATION – per L SUM

**ITEM 150 – RESIDENT ENGINEER FIELD OFFICE**

**DESCRIPTION**

**150-1.1**

ADD:

The field office shall be located as shown on the plans or otherwise located in an area that is directed by the Resident Engineer and found acceptable to the airport.

**CONSTRUCTION METHODS**

**150-2.1**

ADD: the following to the 1<sup>st</sup> paragraph.

Should sanitary facilities not be practicable, temporary toilet facilities shall be provided. The temporary facilities must be of a size to permit use by an access-challenged persons. A hand washing station, whether included or as a separate facility, must also be available and maintained.

DELETE: paragraph i.

REVISE: the following:

- h. One (1) multifunctional copier/printer/scanner machine (including maintenance, operating supplies, ink and paper replenishment) capable of collating and reproducing prints up to ANSI B (11 inches by 17 inches), capable of copying field books, and multiple sheet document feeder for scanning multiple sheet documents.

ADD: the following:

- h. The copier shall be capable of scanning documents into PDF format for direct download onto the resident engineer's computer.

REPLACE: item M with the following:

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

ADD: the following

- p) One (1) 800-watt, 0.8 cubic foot microwave oven.
- q) Two (2) 28-quart wastebaskets with 8-gallon trash bags.
- r) One (1) first aid cabinet – fully equipped.

**BASIS OF PAYMENT**

**150-4.1**

ADD:

Payment will be made under:

Item AR150510            ENGINEER'S FIELD OFFICE – per L SUM

ADD:

**ITEM AR150530 – TRAFFIC MAINTENANCE**

**150530-1.1**

This work shall consist of furnishing, installing, maintaining, relocating, and removing all work zone traffic control and protection required to safely and efficiently maintain aircraft, vehicular, and pedestrian traffic during construction. Traffic maintenance shall be performed in accordance with the Construction Safety and Phasing Plan (CSPP), and FAA Advisory Circular (AC) 150/5320-2G, Operational Safety on Airports During Construction.

This item shall include, but not be limited to, the allocation of all temporary barricades, markers, cones, signs, lighting, flaggers, radios, pavement sweeping required to maintain safe operating surfaces, and all other devices necessary to control and protect aircraft and ground traffic during construction operations.

Where shown in the Plans, the work shall also include the setup, operation, maintenance, and removal of lighted taxiway or runway closure markers furnished by the Airport.

The Contractor shall be responsible for the proper location, installation, arrangement, and maintenance of all traffic control devices as shown on the Plans or as directed by the Engineer.

The Contractor shall notify the Engineer in writing a minimum of three (3) calendar days prior to any activity that will disrupt taxiway, runway, apron, or service road operations. Written notification shall also be provided a minimum of three (3) calendar days prior to any roadway or lane closure affecting airport vehicular traffic.

**CONSTRUCTION METHODS**

**150530-2.1**

All work zone traffic control and protection shall be installed and maintained by the Contractor in accordance with the Construction Phasing Plan, Plan details, and FAA AC 150/5320-2G.

Traffic control shown on the Plans represents the minimum required combination of devices necessary for a given construction operation. Any condition created by the Contractor's operations that is not shown on the Plans shall be properly delineated with additional devices as directed by the Engineer, at no additional cost to the Contract.

The Construction Phasing Plan represents one acceptable sequencing and method of maintaining traffic. Any revisions or modifications to the traffic control plan shall require approval from the Engineer prior to implementation.

Traffic control devices shall remain in place only as long as required for construction operations and shall be relocated or removed when authorized by the Engineer.

Existing pavement markings that must be temporarily removed to support construction phasing shall be handled in accordance with FAA AC 150/5320-2G.

At the preconstruction conference, the Contractor shall furnish the name and 24-hour contact telephone number of the individual responsible for traffic maintenance for the Project. If a subcontractor will perform traffic control operations, approval shall be obtained from the Engineer. This approval shall not relieve the Contractor of overall responsibility for traffic maintenance.

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

**150530-2.2 Taxiway and Runway Closures**

Portions of the work may require the temporary closure of taxiways, taxilanes, aprons, or other airfield pavement areas, as shown on the Plans or approved by the Engineer.

All closures shall be coordinated with the Engineer and the Airport and shall be performed strictly in accordance with the Construction Phasing Plan. No taxiway or runway shall be closed without prior authorization from the Engineer and the Airport.

When closures require de-energizing airfield lighting systems or navigation aids, such work shall be coordinated through the Airport. The Contractor shall not proceed in any restricted area until all required electrical and safety actions have been completed.

To minimize disruption to airport operations, construction activities requiring closures shall be completed as expeditiously as possible.

**METHOD OF MEASUREMENT**

**150530-3.1**

Traffic Maintenance will be measured for payment on a lump sum basis. No separate measurement will be made for individual traffic control installations, relocations, daily changes, or multiple work areas.

**BASIS OF PAYMENT**

**150530-4.1**

Traffic control and protection shall be paid for at the Contract lump sum price for Traffic Maintenance. This price shall constitute full compensation for all labor, materials, equipment, tools, supervision, relocation, maintenance, removal, and all incidentals necessary to complete the work as specified.

Payment will be made under:

Item AR150530            TRAFFIC MAINTENANCE – per L SUM

**PART 3 – SITEWORK**

**ITEM 101 – PREPARATION / REMOVAL OF EXISTING PAVEMENTS**

**DESCRIPTION**

**101-1.1**

ADD:

The type of material to be removed with approximate pavement depth is shown on the plans. Pavement structure information was taken from airport records and data supplied by the airport personnel. The Contractor shall verify the type and thickness of material to be removed. No extra compensation shall be permitted for variations in the pavement sections encountered.

Crack Repair shall be done on the milled or existing surface of the pavement. Pavement removal and replacement quantities are estimated. Existing medium to high severity transverse cracks are spaced based on information obtained during the survey. The Resident Engineer shall lay out pavement removal and replacement areas in the field, upon the completion of pavement milling. The Resident Engineer shall lay out clean & seal cracks in the field, upon the completion of pavement milling.

**CONSTRUCTION**

**101-3.1b**

REVISE: the 1<sup>st</sup> sentence as follows:

- b. Asphalt pavement to be removed shall be cut to the full depth or partial depth of the asphalt pavement around the perimeter of the area to be removed, as specified in the contract documents at locations determined by the Resident Engineer.

Saw cuts necessary to create a vertical edge for pavement removal will be considered incidental to pavement removal and will not be measured or paid for.

**101-3.5**

ADD:

The existing pavement areas to be milled shall be milled in such a manner as to prevent damage to adjacent structures and pavement. All edges adjacent to existing pavements shall be sawcut to the removal depth as shown on the plans or as directed by the Resident Engineer, prior to removal.

Milling operations shall be performed in a manner that prevents damage to adjacent pavement and structures. Milling shall be to the depth, grade, slope, and to the elevations indicated on the plans. If it is determined that additional bituminous pavement course is necessary to fill improperly milled pavement, no additional quantity shall be accounted for, and no additional payment shall be made. Additional cost from the improperly milled pavements shall be borne by the Contractor.

ADD: the following:

- d. **Survey.** Both prior to milling operation and at the completion, the Contractor shall perform a ground-run topographic survey of the milled surface using a total station surveying instrument. Survey accuracy shall be within 0.01 foot. Data collection shall be performed on a 25-foot grid

and shall include, at a minimum, the edge of pavement, taxiway centerline, and all grade break locations in the existing asphalt surface. The survey limits shall cover the full length and width of all milled areas and extend a minimum of 10 (ten) feet beyond the pavement edge.

The completed survey shall be submitted to the Resident Engineer in both CAD and CSV formats for review no less than seven (7) calendar days prior to the Contractor's proposed start of paving over the milled surface.

### **101-3.16 REMOVAL OF PIPE AND OTHER BURIED STRUCTURES**

REVISE: the first paragraph:

- a) **Removal of existing pipe material.** Remove the types of pipe as specified in the contract documents. Pipe shall be removed to the demolition limits as specified in the contract documents. Pipe to remain shall be capped at the limits of demolition by methods chosen by the contractor. Pipe shall be removed under this item by methods chosen by the contractor, become property of the Contractor, and shall be legally disposed of off Airport Property. Trenches shall be backfilled with material equal to or better in quality than adjacent embankment. Trenches under paved areas must be compacted to 95% of AASHTO T 99 for areas designated for aircraft with gross weights of 60,000 pounds or less and AASHTO T 180 for areas designated for aircraft with gross weights greater than 60,000 pounds.

ADD:

- c) **Remove Underdrain Cleanout.** Underdrain Cleanout's identified for removal as shown on the demolition plans shall be completely removed under this item by methods chosen by the Contractor, become property of the Contractor, and shall be legally disposed of off Airport Property. Removal of the cleanout includes, but are not limited to cleanouts, drain rock, fabric, miscellaneous concrete, and pipe fittings. Backfill voids created by removal operations shall be backfilled with material equal or better in quality than adjacent embankment. When under paved areas must be compacted to 95% of AASHTO T 180 for areas designated for aircraft with gross weights greater than 60,000 pounds. When outside of paved areas must be compacted to 95% of AASHTO T 99.

ADD:

### **101-3.17 PARTIAL REMOVE AND REPLACE BITUMINOUS PAVEMENT – TYPE A**

Asphalt pavement to be removed shall be sawcut to the partial depth of the asphalt pavement around the perimeter of the area to be removed, as specified in the contract documents or at locations determined by the Resident Engineer. After completion of saw cutting, the Contractor shall remove the pavement structure using methods which will allow a vertical surface along all sides of the removal area. Material obtained from removal operations shall be hauled to a disposal site off of airport property by the Contractor.

Prior to placement of Bituminous Pavement, the contractor shall apply Emulsified Asphalt Tack Coat in accordance with Item 603. The replacement of bituminous pavement shall be in accordance with Item 403 Asphalt Mix Pavement Surface Course. The replacement of pavement shall match the pavement thickness removed, with a maximum lift thickness of 3". Emulsified Asphalt Tack Coat shall also be applied between lifts as constructed. The minimum mat thickness shall be as specified in the approved mix design.

Material acceptance for asphalt shall be in accordance with 403-6.1 for Method 1 only: under 2,000 tons/pay item.

ADD:

**101-3.18 FULL DEPTH REMOVE AND REPLACE BITUMINOUS PAVEMENT – TYPE B**

Asphalt pavement to be removed shall be cut to the full depth of the asphalt pavement around the perimeter of the area to be removed, as specified in the contract documents or at locations determined by the Resident Engineer. After completion of saw cutting, the Contractor shall remove the pavement structure using methods which will allow a vertical surface along all sides of the removal area. Material obtained from removal operations shall be hauled to a disposal site off of airport property by the Contractor.

Prior to placement of Bituminous Pavement, the contractor shall apply Emulsified Asphalt Prime Coat in accordance with Item 602 and Emulsified Asphalt Tack Coat in accordance with Item 603 as shown on the plans. The replacement of bituminous pavement shall be in accordance with Item 403 Asphalt Mix Pavement Surface Course. The replacement of pavement shall match the pavement thickness removed, with a maximum lift thickness of 3". Emulsified Asphalt Tack Coat shall also be applied between lifts as constructed. The minimum mat thickness shall be as specified in the approved mix design.

Material acceptance for asphalt shall be in accordance with 403-6.1 for Method 1 only: under 2,000 tons/pay item.

**METHOD OF MEASUREMENT**

REVISE:

**101-4.2 Joint and Crack Repair.** The quantity of Joint and Crack Repair shall be measured for payment by the number of the linear foot of joint repair as specified, completed, and accepted by the Resident Engineer. This item shall include all cleaning, routing, installation of backer rod (sealant manufacturer's specifications may require installation of backer rod), and hot pour joint sealant necessary to complete repair.

REVISE:

101-4.6 Cold milling. The quantity of cold milling shall be measured for payment by the number of square yards of pavement milled by the Contractor as specified, completed, and accepted by the Resident Engineer. The location and depths of the cold milling shall be as specified in the contract documents and as shown in the variable milling plan. If the initial cut does not correct the condition, the Contractor shall re-mill the area and will be paid only once for the total depth of milling

ADD:

**101-4.8 Partial Depth Remove and Replace Bituminous Pavement – TYPE A.** The quantity of Partial Depth Remove and Replace bituminous pavement – Type A shall be measured by the number of square yards removed, completed and accepted by the Resident Engineer. Pavement Removal and Replacement Quantities are estimated, based on information obtained during the survey. The Resident Engineer shall layout pavement removal and replacement limits in the field during construction. This pay item shall include all saw cutting, pavement removal, emulsified tack coat, and bituminous base course necessary to complete the patch. Crack Control Material shall be quantified separately. If pavement is removed prior to confirmation of pavement removal limits by the Resident Engineer or due to negligence on the part of the Contractor, additional quantity shall not be paid for, and additional costs shall be borne by the Contractor.

ADD:

**101-4.9 Full Depth Remove and Replace Bituminous Pavement – TYPE B** The quantity of Full Depth Remove and Replace Bituminous Pavement – Type B shall be measured by the number of square yards removed, completed and accepted by the Resident Engineer. Pavement Removal and Replacement Quantities are estimated, based on information obtained during the survey. The Resident Engineer shall layout pavement removal and replacement limits in the field during construction. This pay item shall include all saw cutting, pavement removal, emulsified prime coat, emulsified tack coat, and bituminous base course necessary to complete the patch. Subgrade repair, as necessary, will be quantified separately. If pavement is removed prior to confirmation of pavement removal limits by the Resident Engineer or due to negligence on the part of the Contractor, additional quantity shall not be paid for, and additional costs shall be borne by the Contractor.

**BASIS OF PAYMENT**

**101-5.1**

ADD:

Payment will be made under:

Item AR401650	BITUMINOUS PAVEMENT MILLING – per SQ YD
Item AR401900	REMOVE BITUMINOUS PAVEMENT – per SQ YD
Item AR401915	REM & REP BIT PAVEMENT – TYPE A – per SQ YD
Item AR401916	REM & REP BIT PAVEMENT – TYPE B – per SQ YD
Item AR705900	REMOVE UNDERDRAIN – per FOOT
Item AR705904	REMOVE UNDERDRAIN CLEANOUT – per EACH

**ITEM 152 – EXCAVATION, SUBGRADE, AND EMBANKMENT**

**DESCRIPTION**

**152-1.1 General**

ADD:

This item shall also cover the excavation and disposal of undercut subgrade material in the area of Remove & Replace Bituminous Pavement – Type B as warranted and deemed necessary by the Resident Engineer.

For the purposes of Excavation and Embankment in this Project, this item is to be constructed for aircraft weighing 60,000 pounds or more and shall use an ASTM D 1557 Modified Proctor.

All Earthwork shall be performed in accordance with all applicable NPDES Construction Site Permit issued for this project and any applicable municipal or county ordinances and regulations.

**CONSTRUCTION METHODS**

**152-3.1 General**

REVISE: the following:

- a. Blasting will not be permitted.

**152-3.9 Proof Rolling.**

REVISE: the following:

Proof rolling shall not be required.

**152-3.14 Surface tolerances.**

ADD: the following:

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

ADD:

**152-3.19 Dust Watering.** This work shall consist exclusively of the control of dust from construction operations and not for use in the compaction of earth embankment. Dust shall be controlled by the regular, uniform application of sprinkled water to earth surfaces and shall be applied as directed by the Resident Engineer, in a manner meeting his approval. Dust control watering shall not be paid for separately but shall be considered incidental to this item.

**152-3.20 Topsoil.**

If at the time of excavation or stripping, the topsoil cannot be placed in its final section of finished construction, the material shall be stockpiled as shown on the CSPP, or in an area mutually acceptable to the Resident Engineer and Airport at no additional cost to the contract.

**METHOD OF MEASUREMENT**

ADD:

152-4.2 Subgrade Repair. Subgrade repair shall be measured for payment by the number of cubic yards measured in its final position at the locations as directed by the Resident Engineer. Measurement shall include the excavation below the bottom of the existing aggregate base course to the depth shown on the plan details or as directed by the Resident Engineer, compaction of exposed subgrade, and placement/compaction subbase course (as specified in the Item 154) up to the bottom of the proposed aggregate base course.

The removal of crushed aggregate base course and the installation of the crushed aggregate base course required for the installation of the subgrade repair shall be measured and paid under Item 209 Crushed Aggregate Base Course.

152-4.3 Soil Stabilization Fabric. Soil Stabilization fabric shall be measured for payment by the number of square yards measured in its final position at the locations as directed by the Resident Engineer.

**BASIS OF PAYMENT**

**152-5.1**

ADD:

Payment will be made under:

Item AR152410	UNCLASSIFIED EXCAVATION – per CU YD
Item AR152512	SUBGRADE REPAIR – per CU YD
Item AR152540	SOIL STABILIZATION FABRIC – per SQ YD

**ITEM 154 – SUBBASE COURSE**

**DESCRIPTION**

**154-1.1**

ADD:

This item shall consist of Porous Granular Embankment used as an aggregate subbase course placed as part of subgrade repair at the specified locations and depth as detailed in the plans or as instructed by the Resident Engineer.

**Materials**

**154-2.1**

REVISE: the 1<sup>st</sup> paragraph.

The coarse aggregate shall be crushed gravel, crushed stone or crushed concrete.

ADD:

**154-2.3a Gradation Requirements – Porous Granular Embankment.** Porous granular embankment material shall meet material quality requirements of this item. The gradation shall meet the requirements of the IDOT Standard Specifications for Road and Bridge Construction RR-1 or CA-2.

Subbase Material Gradation Requirements:

Coarse Aggregate Gradations							
Sieve Size and Percent Passing							
Grad No.	2-1/2 in.	2 in.	1 in.	1/2 in.	No. 4	No. 16	No. 200*
CA-2	100	95±5	75±15	50±15	30±10	20±15	8±4
* Subject to maximum percent allowed in Coarse Aggregate Quality Table							

Bedding Material Gradations					
Percent Passing Sieves					
Grad No.	4 in. (100mm)	3 in. (75 mm)	2 in. (50 mm)	1-1/2 in. (37.5 mm)	No. 4 (4.75 mm)
RR-1		100		53±23	8±8

**CONSTRUCTION METHODS**

ADD:

**154-3.10**

When porous granular embankment is placed, it shall be free from segregation. The material shall be placed in 6 in. lifts, loose measurement, and compacted in a manner approved by the Engineer, except that if the desired results are obtained, the compacted thickness of any lift may be increased to a maximum of 8 in. If the moisture content of the material is such that compaction satisfactory to the Engineer cannot be obtained, sufficient water shall be added so that satisfactory compaction can be obtained.

The Engineer may restrict hauling over the completed or partially completed work after inclement weather or at any time when the earth subgrade is soft and there is a tendency for the earth to work into the granular material.

**METHOD OF MEASUREMENT**

**154-4.1**

Delete: this Section.

ADD:

The quantity of porous granular embankment shall not be measured separately for payment but shall be measured under Item 152 Subgrade Repair.

**BASIS OF PAYMENT**

**154-5.1**

Delete: this Section.

ADD:

Porous granular embankment shall not be paid for separately but shall be paid under Item 152 Subgrade Repair.

**PART 4 – BASE COURSES**

**ITEM 208 – AGGREGATE BASE COURSE**

**DESCRIPTION**

**208-1.1**

ADD:

In areas of subgrade repair where existing aggregate base is required to be removed after the pavement removal at the locations directed by the Resident Engineer, and after the subgrade repair is completed and accepted by the Resident Engineer, the Contractor shall restore the crushed aggregate base course at the depth and thickness encountered to complete the subgrade repair.

**MATERIALS**

ADD:

**208-2.7**

Remove & Replace Aggregate Base course shall meet the material requirements provided in Item 209, Crushed Aggregate Base Course.

**METHOD OF MEASUREMENT**

**208-4.1**

Revise: the first paragraph to read

The quantity of Remove & Replace Aggregate Base shall be measured by the number of square yards of base course material removed, placed and compacted to the specified density and plan thickness requirements to complete the subgrade repair as directed and accepted by the Resident Engineer. Base materials shall not be included in any other excavation quantities. Pavement structure information including thickness was taken from airport records and data supplied by the airport personnel. No additional payment will be made for item thickness that does not correspond with the items listed in the basis of payment.

**BASIS OF PAYMENT**

**208-5.1**

ADD:

Payment will be made under:

Item AR208609            9" AGGREGATE BASE COURSE – per SQ YD

Item AR208910            REMOVE & REPLACE AGGREGATE BASE – per SQ YD

**ITEM 209 – CRUSHED AGGREGATE BASE COURSE**

**DESCRIPTION**

**209-1.1**

REVISE: the 2<sup>nd</sup> paragraph:

The Contractor shall provide recent, within the same year that the aggregate base course is constructed, representative modified proctor using ASTM D 1557 for each aggregate source and gradation approved for use on the project. All associated labor, equipment, materials and incidentals associated with obtaining the Proctor information shall be considered incidental to the contract and as a subsidiary obligation of the Contractor. If, in the opinion of the Resident Engineer, the Proctor information is determine to be non-representative of the material being placed, the Resident Engineer may require the Contractor to provide an additional Proctor that is representative of the materials used.

**MATERIALS**

**209-2.1**

REVISE:

- a. **Crushed Slag.** Crushed Slag shall not be used.

**CONSTRUCTION METHODS**

**209-3.8b Grade**

ADD:

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

**209-3.9a Density**

REVISE:

Each area shall be accepted for density when the field density is at least 100% of the maximum density of laboratory specimens compacted and tested per ASTM D698 or ASTM D1557 for areas designated with gross weights of 60,000 pounds or less and ASTM D1557 for areas designated with aircraft gross weights greater than 60,000 pounds. The moisture content of the material during placing operations shall be within  $\pm 2\%$  of the optimum moisture content. The in-place field density shall be determined per ASTM D6938 (Direct Transmission Density/Backscatter Moisture). The machine shall be calibrated in accordance with ASTM D6398 within 12 months prior to its use on this contract. If the specified density is not attained, the area represented by the failed test must be reworked and/or recompacted and two (2) additional random tests made. This procedure shall be followed until the specified density is reached. Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

**BASIS OF PAYMENT**

**209-5.1**

ADD:

**IDOT Letting: June 12, 2026**  
**Letting No. 05A**

**Project No. IKK-5242**  
**Contract No. KA056**

Payment will be made under:

Item AR209606      CRUSHED AGG. BASE COURSE - 6" – per SQ YD

**PART 6 – FLEXIBLE PAVEMENTS**

**ITEM 401 – ASPHALT MIX PAVEMENT SURFACE COURSE**

**DESCRIPTION**

**401-1.1**

ADD:

This item shall include the placement of Bituminous Surface Course. Bituminous material used for this pay item are subject to all applicable material and testing requirements contained in this specification. Contractor shall furnish all appropriate test results and certifications to the engineer.

For purposes of materials, design, and testing criteria, this item is to be constructed for Aircraft over 60,000 pounds, Runway or Taxiway. Bituminous Surface Course shall be in accordance with 401-6.1 Method II – over 2,000 tons / pay item.

This item shall also include the requirements prescribed in the applicable Illinois Division of Aeronautics Policy Memorandums.

This item shall also include the sawing and sealing of joints where new bituminous pavement abuts existing bituminous pavement as shown in the plans. The specification for Item 605 shall govern this pay item.

**MATERIALS**

**401-2.3**

DELETE: the IDOT Districts 7-9 table row.

DELETE: the PG Binder Grade Apron Column

ADD: the following sentence after the first paragraph:

The bituminous surface course paid for under this item shall be SBS PG 70-28.

ADD:

**401-2.5 Joint Sealant.** – Joint Sealant will follow the criteria as found in the Item 605-2.1a ASTM D6690.

**COMPOSITION**

**401-3.3**

REVISE: delete columns for Aircraft Under 60,000 Pounds and Automobiles from Asphalt Design Criteria Traffic Mix Table.

ADD: the following after the Asphalt Design Criteria Traffic Mix Table:

Air Voids (AV) shall be 3.0%.

**CONSTRUCTION METHODS**

**401-4.8**

ADD: the following after paragraph 3.

The maximum construction lift thickness is 3 inches. The minimum mat thickness shall be as specified in the approved mix design.

ADD:

**401-4.15 Surface Tests.**

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

**BASIS OF PAYMENT**

**401-8.1**

ADD:

Payment will be made under:

Item AR401610	BITUMINOUS SURFACE COURSE – per TON
Item AR401630	BITUMINOUS SURFACE TEST SECTION – per EACH
Item AR401660	SAW & SEAL BIT. JOINTS – per FOOT

**ITEM 403 – ASPHALT MIX PAVEMENT BASE COURSE**

**DESCRIPTION**

**403-1.1**

ADD:

This item shall include the placement of Bituminous Base Course, Partial Depth Remove and Replace Bituminous Pavement – Type A and Full Depth Remove and Replace Bituminous Pavement – Type B. Bituminous material used for these two pay items are subject to all applicable material and testing requirements contained in this specification. Contractor shall furnish all appropriate test results and certifications to the engineer.

For purposes of materials, design, and testing criteria, this item is to be constructed for Aircraft over 60,000 pounds, Runway or Taxiway. Bituminous Base Course, Partial Depth Remove and Replace Bituminous Pavement - Type A and Full Depth Remove and Replace Bituminous Pavement – Type B shall be in accordance with 403.6.1 Method I – under 2,000 tons / pay item.

This item shall also include the requirements prescribed in the applicable Illinois Division of Aeronautics Policy Memorandums.

This item shall also include the sawing and sealing of joints where new bituminous pavement abuts existing bituminous pavement as shown in the plans. The specification for Item 605 shall govern this pay item.

**MATERIALS**

**403-2.3**

DELETE: the IDOT Districts 7-9 table row.

DELETE: the PG Binder Grade Apron Column

ADD: the following sentence after the first paragraph:

Bituminous base course, replace bituminous pavement – Type A and replace bituminous pavement – Type B paid for under this item shall be PG 64-22.

**COMPOSITION**

**401-3.3**

REVISE: delete columns for Aircraft Under 60,000 Pounds and Automobiles from Asphalt Design Criteria Traffic Mix Table.

ADD: the following after the Asphalt Design Criteria Traffic Mix Table:

Air Voids (AV) shall be 3.0%.

**CONSTRUCTION METHODS**

**403-4.8**

ADD: the following after paragraph 3.

The maximum construction lift thickness is 3 inches. The minimum mat thickness shall be as specified in the approved mix design.

### **MATERIAL ACCEPTANCE**

#### **403-6.1**

REVISE: the first paragraph of (For Method I only: Under 2,000 tons/pay item).

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 92.8 percent of the Maximum Theoretical Specific Gravity (ASTM D2041). If, during construction, the density test falls below 92.8 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.

REVISE: the second paragraph of (For Method I only: Under 2,000 tons/pay item).

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. Once random mix sample shall be taken from each 500 tons of mix laid, for extraction, maximum specific gravity, and air void tests.

### **METHOD OF MEASUREMENT**

#### **403-7.1**

ADD:

The quantity of bituminous base course associated with partial depth remove and replace bituminous pavement – Type A and full depth remove and replace bituminous pavement – Type B shall not be measured separately for payment, but shall be considered incidental to their respective pay items.

### **BASIS OF PAYMENT**

#### **403-8.1**

ADD:

Payment will be made under:

Item AR403610            BITUMINOUS BASE COURSE – per TON

**PART 9 – MISCELLANEOUS**

**ITEM 602 – EMULSIFIED ASPHALT PRIME COAT**

**DESCRIPTION**

**602-1.1**

ADD:

Prime Coat application SHALL be required, regardless of weather or the condition of the underlying aggregate base course.

**CONSTRUCTION METHODS**

ADD:

**602-3.7 Independent Weight Checks.** Although this item is documented for payment in gallons, it is based on a measurement of weight which requires any placement of this material be subject to IDOT, Division of Aeronautics, and requirement for independent weight checks for asphalt tonnage items on a weekly basis. The Contractor shall cooperate with the Resident Engineer in conducting and furnishing any and all before and after weight checks that are required under these policies. The costs for these weight checks shall not be paid for separately but shall be included in the Contract unit price for this item.

**METHOD OF MEASUREMENT**

**602-4.1**

ADD:

The quantity of emulsified asphalt prime coat associated with full depth remove and replace bituminous pavement – Type B shall not be measured separately for payment but shall be considered incidental to Item 101.

**BASIS OF PAYMENT**

**602-5.1**

ADD:

Payment will be made under:

Item AR602510      BITUMIONUS PRIME COAT – per GALLON

**ITEM 603 – EMULSIFIED ASPHALT TACK COAT**

**DESCRIPTION**

**603-1.1**

ADD:

Tack coat application SHALL be required, regardless of weather or the condition of the underlying pavement. It shall be applied to both horizontal and vertical surfaces where new bituminous asphalt is adjacent to pavement whether existing or freshly placed lifts.

**CONSTRUCTION METHODS**

ADD:

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

**METHOD OF MEASUREMENT**

**603-4.1**

ADD:

The quantity of emulsified asphalt tack coat associated with both vertical and horizontal edges for partial depth remove and replace bituminous pavement – Type A and full depth remove and replace bituminous pavement – Type B shall not be measured separately for payment but shall be considered incidental to Item 101.

**BASIS OF PAYMENT**

**603-5.1**

ADD:

Payment will be made under:

Item AR603510            BITUMIONUS TACK COAT – per GALLON

**ITEM 605 – JOINT SEALANTS FOR PAVEMENTS**

**MATERIALS**

**605-1.1**

ADD:

- d. Cold-applied sealants must meet the requirements of ASTM D977.

**BASIS OF PAYMENT**

**605-5.1**

ADD:

Payment will be made under:

Item AR605541          CLEAN & SEAL CRACKS – per FOOT

**ITEM 620 – RUNWAY AND TAXIWAY MARKING**

**MATERIALS**

**620-1.1**

ADD:

This Item shall also consist of temporary pavement markings to be installed per the construction safety and phasing plan or as directed by the Resident Engineer.

**620-2.2 Marking Materials.**

ADD: The following sentence after the first paragraph:

Paint shall be Waterborne Type II with Type III Glass Beads.

**CONSTRUCTION METHODS**

**620-3.3 Preparation of Surfaces.**

REVISE: the first sentence of section b:

Existing pavement markings shall be removed by water blasting, or other methods approved by the Resident Engineer minimizing damage to the pavement surface. Damage to adjacent pavement markings shall be replaced by the contractor with the cost borne by the contractor.

**620-3.5 Application.**

REVISE: the first paragraph:

Paint shall be applied in two applications. The first application may occur upon acceptance of the surface course in place. The first application shall have an application rate of 230 ft<sup>2</sup>/gal and shall not contain glass beads. Pavement markings as indicated in the contract documents with a black border will not be installed as part of the first application. The final application may occur after a period of thirty (30) days from the final placement of the bituminous surface course. The final application shall be applied in accordance with Item 620-2.2 Marking Materials. Pavement markings as indicated in the contract documents with a black border will be installed as part of the final application. Paint shall be applied at the locations and to the dimensions and/or spacing as specified in the contract documents. Paint shall not be applied until the layout and condition of the surface has been approved by the Resident Engineer.

**METHOD OF MEASUREMENT**

**620-4.1**

REVISE: the first paragraph:

The quantity of runway, taxiway and other various pavement markings and surface preparation shall be measured by the number of square feet as specified, completed, and accepted by the Resident Engineer. Separate measurement will be made for Pavement Marking – Waterborne and Pavement Marking – Black Border. No separate measurement or payment will be made for reflective media or for the first application of pavement marking – waterborne.

ADD:

The quantity of pavement marking removal shall be measured by the number of square feet as specified, completed, and accepted by the Resident Engineer.

**BASIS OF PAYMENT**

**620-5.1**

ADD:

Payment will be made under:

Item AR620520	PAVEMENT MARKING - WATERBORNE – per SQ FT
Item AR620525	PAVEMENT MARKING – BLACK BORDER – per SQ FT
Item AR620590	TEMPORARY MARKING – per SQ FT
Item AR620900	PAVEMENT MARKING REMOVAL – per SQ FT

**ITEM 691 – REFLECTIVE CRACK CONTROL TREATMENT**

**DESCRIPTION**

**691-1.1**

ADD:

Reflective crack control system B with the specifications described herein shall be used for partial depth remove & replace bituminous pavement – Type A cracks.

**BASIS OF PAYMENT**

**691-5.1**

ADD:

Payment will be made under:

Item AR403673          REFLECTIVE CRACK CONTROL TREATMENT – per SQ YD

**PART 12 – TURFING**

**ITEM 901 – SEEDING**

**METHOD OF MEASUREMENT**

**901-4.1**

ADD:

Areas disturbed beyond the limits of seeding and mulching shown in the plans shall be restored at the contractor's expense.

**BASIS OF PAYMENT**

**901-5.1**

ADD:

Payment will be made under:

Item AR901510          SEEDING – per ACRE

**ITEM 905 – TOPSOIL**

**DESCRIPTION**

**905-1.1**

ADD:

Any loading and hauling of topsoil material from one area of the Project to another area of the Project, which may be required to provide for the required re-distribution of topsoil material within the overall Project, will not be measured for payment, but shall be incidental to the Contract unit price for Topsoiling. Topsoil movement shall be paid only once.

**CONSTRUCTION METHODS**

**905.3.4**

REVISE: the 1<sup>st</sup> sentence of the 1<sup>st</sup> paragraph with the following:

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

**METHOD OF MEASUREMENT**

**905-4.1**

REVISE: the first sentence of the first paragraph:

The quantity of topsoiling from on the site shall be measured for payment by the number of cubic yards of topsoil measured in its final position.

DELETE: the second sentence of the first paragraph.

ADD: after the first paragraph:

For purposes of verifying topsoil quantity, the Contractor shall furnish to the Resident Engineer for review, survey elevations of the final grade outside of pavement, as specified under Section 50-06 (Responsibility of the Contractor Paragraph G).

**BASIS OF PAYMENT**

**905-5.1**

ADD:

Payment will be made under:

Item AR905510            TOPSOILING (FROM ON SITE) – per CU YD

**ITEM 908 – MULCHING**

**MATERIALS**

**908-2.1**

REVISE: The 1<sup>st</sup> sentence of the 1<sup>st</sup> paragraph as the following:

Material used for mulching shall be (d) Hydraulic Mulch – Heavy Duty

**METHOD OF MEASUREMENT**

**908-4.1**

ADD:

Areas disturbed beyond the limits of seeding and mulching shown in the plans shall be restored at the contractor's expense.

**BASIS OF PAYMENT**

**908-5.1**

ADD:

Payment will be made under:

Item AR908515                      HEAVY-DUTY HYDRAULIC MULCH – per ACRE

**PART 13 – LIGHTING INSTALLATION**

**ITEM 108 – UNDERGROUND POWER CABLE FOR AIRPORTS**

**DESCRIPTION**

108-1.1

REVISE: the third sentence of the first paragraph.

Also included are the installation of unit duct, counterpoise wires, ground wires, ground rods and connections, cable splicing, cable marking, cable testing, and all incidentals necessary to place the cable in operating condition as a completed unit to the satisfaction of the Resident Engineer.

ADD:

All Airfield lighting cables shall be color coded at stake mounted edge lights, manholes and handholes as directed by the Resident Engineer.

**CONSTRUCTION METHODS**

**108-3.6**

ADD:

Contractor shall be responsible to inspect existing airfield counterpoise system and install new counterpoise meeting the existing method – either equipotential or isolation as described in this section.

**METHOD OF MEASUREMENT**

**108-4.2**

ADD:

Color coded cable is considered incidental to this pay item and is included in the Contractor's unit price. No separate measurements or payment will be made for color coding cables.

**BASIS OF PAYMENT**

**108-5.1**

ADD:

Payment will be made under:

Item AR108158	1 / C #8 5 KV UG CABLE IN UD – per FOOT
Item AR108706	1 / C #6 COUNTERPOISE – per FOOT
Item AR108960	REMOVE CABLE – per FOOT

**ITEM 125 – INSTALLATION OF AIRPORT LIGHTING SYSTEMS**

**MATERIALS**

**125-2.14**

ADD:

The Contractor shall furnish New Transformers when relocating stake mounted taxiway edge lights. New Transformers shall be L-830 and installed per manufacturer specifications. The Contractor shall field verify size, wattage, and quantity necessary to facilitate the complete relocation of the stake mounted taxiway edge light.

**CONSTRUCTION**

**125-3.2**

ADD: the following after the first paragraph

The Contractor shall furnish all necessary equipment and appliances for testing the underground cable and circuits after installation. The Contractor shall test and demonstrate to the satisfaction of the Engineer the following:

- A. That all lighting power and control circuits are continuous and free from shorts.
- B. That all circuits are free from unspecified grounds and that the initial insulation resistance to ground of all non-grounded series circuits is not less than 500 megohms. The circuits shall maintain a minimum 50 megohms for the duration of the 12-month warranty period.
- C. That the insulation resistance to ground of all non-ground conductors of multiple circuits is not less than 50 megohms.
- D. That all circuits are properly connected in accordance with applicable wiring diagrams.
- E. That all circuits are operable. Tests shall be conducted that include operating each control not less than ten (10) times and the continuous operation of each lighting and power circuit for not less than ½ hour.
- F. The insulation to resistance to ground test shall be conducted using a digital megohm meter that has the ability to use test voltage of 1,000V. Megger testing shall last no longer than 1 minute per test.

ADD:

**125-3.5**

Retroreflective markers identified for removal shown on the demolition plans shall be completely removed under this item by methods chosen by the Contractor, become property of the Contractor, and shall be legally disposed of off Airport property. Backfill voids created by removal operations in accordance with Item 152.

**125-3.6**

Where called for on the plans to install salvaged stake mounted taxiway edge lights this work shall include removal and salvaging of the fixture, base cover, installing of the fixture, stake, connectors, grounding wire, ground rods and other miscellaneous components to facilitate the complete relocation of the item unless otherwise noted on the plans.

As specified in the contract documents, the contractor shall furnish new transformers when relocating stake mounted taxiway edge lights.

**125-3.7**

Electrical Vault work shall include all incidentals necessary to remove, relocate and/or install electrical equipment as shown in the plans. This includes all lockout tagout procedures.

**METHOD OF MEASUREMENT**

ADD:

**125-4.2**

The removal of retroreflective markers shall be per each as accepted by the Resident Engineer. The price shall include full compensation to furnish all materials, labor, equipment, excavation, preparation, removal and associated items as applicable for a complete removal and restoration of the area, as accepted by the resident engineer.

**125-4.3**

Relocation of the stake mounted taxiway edge lights shall be per each as accepted by the Resident Engineer. This price shall include full compensation for a complete and operational installation accepted by the resident engineer. This shall include, but not be limited to, all materials, labor, equipment, preparation, disassemble, removal and restoration of the area, excavation, preparation, assembly, base hardware, transformer, wiring, grounding, testing and associated items.

In the event, a stake mount is damaged during the removal, the contractor shall be responsible for procuring a new stake mount. No additional payment will be made for the procurement of a new stake mount and shall be considered incidental to this pay item.

**BASIS OF PAYMENT**

**125-5.1**

ADD:

Payment will be made under:

Item AR125410	MITL – STAKE MOUNTED – per EACH
Item AR125912	REMOVE RETROREFLECTIVE MARKER – per EACH
Item AR125941	ADJUST STAKE MOUNTED LIGHT – per EACH
Item AR125961	RELOCATE STAKE MOUNTED LIGHT – per EACH

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**IDOT Letting: June 12, 2026  
Letting No. 05A**

**Project No. IKK-5242  
Contract No. KA056**

**APPENDIX A**

**07-21 ACCEPTANCE PROCEDURE FOR FINELY DIVIDED MINERALS USED IN  
PORTLAND CEMENT CONCRETE AND OTHER APPLICATIONS**

**IDOT Letting: June 12, 2026  
Letting No. 05A**

**Project No. IKK-5242  
Contract No. KA056**

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**State of Illinois  
Department of Transportation  
Bureau of Materials and Physical Research**

**POLICY MEMORANDUM**

January 1, 2007

Springfield

07-21

TO: REGIONAL ENGINEERS, HIGHWAY BUREAU CHIEFS, AND  
MANUFACTURERS AND SUPPLIERS OF FINELY DIVIDED MINERALS

SUBJECT: ACCEPTANCE PROCEDURE FOR FINELY DIVIDED MINERALS USED  
IN PORTLAND CEMENT CONCRETE AND OTHER APPLICATIONS

DEFINITIONS

**Department** - Illinois Department of Transportation.

**Bureau** - Bureau of Materials and Physical Research, at 126 East Ash Street, Springfield, Illinois 62704-4766.

**Finely Divided Mineral** - A finely divided material which has cementitious or pozzolanic properties. Examples are fly ash, microsilica (silica fume), ground granulated blast-furnace (GGBF) slag, and high-reactivity metakaolin (HRM).

**Manufacturer** - A company that manufactures a finely divided mineral. The term Producer is also used.

**Supplier** - A company that supplies a finely divided mineral which it does not manufacture.

**Source** - The name and location of the manufacturing process from which the finely divided mineral is obtained.

**Approved Source** - A source that is approved by the Bureau to ship a finely divided mineral for immediate use on Department projects.

**Unapproved Source** - A source that ships a finely divided mineral which must be sampled, tested, and approved by the Bureau before it is used on Department projects.

**Cement** - Portland cement.

**Fly Ash** - A finely divided residue that results from the combustion of ground or powdered coal, transported from the combustion chamber by exhaust gas, collected by mechanical or electrical means, and stored in stockpiles or bins.

**Microsilica** - An amorphous silica of high silica content and purity possessing high pozzolanic activity.

**Ground Granulated Blast-Furnace (GGBF) Slag** - A glassy granular material, formed when molten blast-furnace slag is rapidly chilled, and then finely ground.

**High-Reactivity Metakaolin (HRM)** - A reactive aluminosilicate pozzolan formed by calcining purified kaolinite at a specific temperature range.

**Reference Material** - A portland cement used for the control mortar and corresponding test mortars, of a finely divided mineral, to determine its strength activity index.

**Preliminary (PRE) Sample** - A sample used to determine, in advance, if the finely divided mineral will comply with Department specifications.

**Process Control (PRO) Sample** - A sample used for the purpose of controlling production of finely divided minerals proposed for incorporation into Department projects.

**Acceptance (ACC) Sample** - A sample used for accepting/rejecting finely divided minerals prior to its use on Department projects and/or unassigned stock for future use on projects. The quantity represented by acceptance samples must be given.

**Independent Assurance (IND) Sample** - A sample used to provide an independent check on the reliability of the manufacturer's quality control program.

**Investigation (INV) Sample** - A destination sample used to verify the acceptability of a finely divided mineral from a source.

**Grab Sample** - A sample secured from a conveyor, from bulk storage, or from a bulk shipment in one operation.

**Composite Sample** - Combined grab samples taken at prescribed intervals over a period of time.

**NIST** - National Institute of Standards and Technology.

**CCRL** - Cement and Concrete Reference Laboratory.

**ISO 9000 Series** - A program of international quality management system standards developed by the International Organization for Standardization (ISO).

## 1.0 PURPOSE

To establish procedures whereby materials of mineral origin, furnished by a **Manufacturer** or **Supplier**, will be accepted for use on **Department** projects.

## 2.0 SCOPE

This procedure is available to all **Manufacturers** or **Suppliers** of domestic and foreign **Finely Divided Minerals**. **Sources** in North America may be **Approved** or **Unapproved**. **Sources** located outside of North American will not be given **Approved Source** status, and the procedures in Sections 5.1 and 5.3 shall apply.

### 3.0 SPECIFICATION REQUIREMENTS, SAMPLING, AND TEST PROCEDURES

- 3.1 **Finely Divided Minerals** used on **Department** projects shall meet the material requirements of the **Department's** "Standard Specifications for Road and Bridge Construction (January 1, 2007)" and current special provisions.

### 4.0 APPROVED SOURCE PROCEDURE

- 4.1 A **Manufacturer** or **Supplier** requesting **Source** approval of a **Finely Divided Mineral** shall provide the following to the **Bureau**:

- (1) The **Manufacturer's** or **Supplier's** name and location.
- (2) The **Source** name, location (station), and number of generating units.
- (3) The name of the **Finely Divided Mineral** and its class or grade.
- (4) A certification that the **Finely Divided Mineral** meets the applicable requirements of Section 3.0.
- (5) A 6-month testing history.
- (6) A copy of the **Manufacturer's** or **Supplier's** quality control program.
- (7) A copy of the last **CCRL** inspection report of the testing laboratory used by the **Manufacturer** or **Supplier** of the **Finely Divided Mineral**, with documentation of resolution of any discrepancies noted therein. The **Manufacturer** or **Supplier** of **HRM** or **Microsilica** shall provide a copy of the testing laboratory's **CCRL** inspection report and/or an **ISO 9000 Series** certificate.
- (8) A copy of the Material Safety Data Sheet (MSDS) for the **Finely Divided Mineral**.

At the time of application, the **Manufacturer** or **Supplier** shall obtain a **Preliminary (PRE) Grab Sample** of the **Finely Divided Mineral** from current production. The **Manufacturer** or **Supplier** shall split the **PRE Sample** and place one portion in an airtight container and deliver it to the **Bureau**. A sample of the **Reference Material** used by the **Manufacturer** or **Supplier** for testing shall be included. The **Manufacturer** or **Supplier** shall assume the cost to deliver the samples to the **Bureau**. The size of the **Bureau's** portion of the **PRE Sample**, and the **Reference Material**, shall not be less than 3 kg (6 lb.) each and the samples shall be properly identified as required in Attachment 1. The **Manufacturer** or **Supplier** shall test the retained portion of the **PRE Sample** for the standard physical and chemical properties listed in the applicable specification in Section 3.0 and deliver a copy of the test results to the **Bureau** for comparison.

The **Bureau** will test its portion of the **PRE Grab Sample** for conformance to Section 3.0. The **Bureau** will compare the results obtained by both laboratories to determine compliance with the allowable difference between two laboratories set forth in the precision statement of each test method. Additional split sample testing will be required if the test results obtained on the **PRE Grab Sample** do not comply with the specification requirements of this policy memorandum.

An inspector from the **Bureau** may conduct a scheduled visit to inspect the laboratory facilities designated by the **Manufacturer** or **Supplier** to test the **Finely Divided Mineral**; the **Source** manufacturing process, the **Source** storage facilities; and the quality control policies, procedures, and practices used by the **Manufacturer** or **Supplier**. The **Manufacturer** or **Supplier** shall be responsible for payment of transportation, per diem (meals), lodging, and incidental travel costs incurred by the **Department**.

The **Bureau** will notify the **Manufacturer** or **Supplier**, in writing, if the request for **Approved Source** status is granted or denied. A request may be denied if the **Manufacturer** or **Supplier** fails to meet the requirements of this policy memorandum, or for other reasons determined by the **Department**.

#### 4.2 Quality Control Requirements for **Approved Sources**:

The **Manufacturer** or **Supplier** shall establish and maintain quality control policies and procedures for sampling and testing that are approved by the **Bureau**. The **Bureau** shall be notified of any changes in the **Manufacturer's** or **Supplier's** quality control program.

Testing laboratories used by the **Manufacturers** or **Suppliers** of **Fly Ash** or **GGBF Slag** shall participate in the **CCRL** pozzolan program of the **NIST**, which includes inspection of facilities and testing of comparative samples. As an alternative to the **CCRL** pozzolan program of the **NIST**, **Manufacturers** or **Suppliers** of **GGBF Slag** may participate in the **CCRL** cement program. Testing laboratories used by the **Manufacturers** or **Suppliers** of **Microsilica** or **HRM** shall participate in the **CCRL** pozzolan program of the **NIST** and/or shall have implemented a quality management system based on the **ISO 9000 Series** standards.

#### 4.3 Reporting Requirements for **Approved Sources**:

The **Manufacturer** or **Supplier** shall deliver a test report to the **Bureau** which lists the results of all **Grab** and/or **Composite Samples** taken and tested for the specified reporting period.

For **Fly Ash**, the report shall be monthly, and shall be delivered no later than forty calendar days after the end of the month. If the **Fly Ash Source** is sampling more frequently than once per month according to ASTM C 311, then the report shall be delivered no later than forty calendar days after the end of the composite date. If the deadline falls on a Saturday, Sunday, or State Holiday, the deadline shall be the next work day.

For **GGBF Slag**, **HRM**, and **Microsilica**, the report shall be quarterly and shall be delivered no later than forty calendar days after the end of each quarter. For the purpose of the reports, the quarters shall end March 30, June 30, September 30, and December 31. If the deadline falls on a Saturday, Sunday, or State Holiday, the deadline shall be the next work day.

Sampling, testing, and reporting shall be done according to the applicable specification in Section 3.0.

#### 4.4 Record Requirements for **Approved Sources**:

Records of production control tests shall be maintained by the **Manufacturer** or **Supplier** for a minimum period of 5 years, and shall be made available to the **Bureau** upon request.

Copies of bills of lading of quantities of **Finely Divided Minerals** shipped shall be maintained by the **Manufacturer** or **Supplier** for a minimum period of 3 years, and shall be made available to the **Bureau** upon request.

#### 4.5 Sampling and Test Requirements for **Approved Sources**:

For **Fly Ash**, each February, May, August, and November, the **Supplier** shall obtain a **Process Control (PRO) Grab Sample**.

For **GGBF Slag, HRM, and Microsilica**, each January, April, July, and October, the **Manufacturer** or **Supplier** shall obtain a **PRO Grab Sample**.

The **PRO Grab Sample** shall be split for testing by the **Manufacturer** or **Supplier** and the **Bureau**. At this time, a sample of the current **Reference Material** used by the **Manufacturer** or **Supplier** for testing shall also be split.

The **Bureau** may require that more frequent **PRO Grab Samples** be obtained and tested. Increasing the sampling frequency may be required due to significant changes in the material or process, variations in test results between the **Bureau** and **Manufacturer** or **Supplier**, field test results, or other reasons as determined by the **Bureau**. The **Bureau** samples shall be placed in airtight containers, properly identified on form BMPR CM01 ([www.dot.il.gov/materials/materialforms.html](http://www.dot.il.gov/materials/materialforms.html)), and delivered to the **Bureau** no later than the last work day of the month. Each **Finely Divided Mineral** sample and **Reference Material** sample shall not be less than 3 kg (6 lb).

The **Manufacturer** or **Supplier** shall test the retained portion of each **PRO Sample**, using the retained portion of the **Reference Material**, for the standard physical and chemical properties listed in the applicable specification in Section 3.0. When all tests are completed, the **Manufacturer** or **Supplier** shall record the test results on a report form that identifies the sample as a **PRO Sample**, and deliver the report to the **Bureau** no later than the last work day of the following month from the date of sample.

The test results obtained by the **Manufacturer** or **Supplier** and the **Bureau** on all split samples will be compared for compliance with the allowable differences for two laboratories set forth in the precision statement of each test method and for compliance with Section 3.0. If significant differences exist in the split sample test results, the **Department** will investigate sampling and test procedures, or require additional comparative sampling to determine the cause of the variation.

#### 4.6 **Department** Inspections of **Approved Sources**:

An inspector from the **Bureau** may conduct unscheduled visits, at **Department** expense, to each **Approved Source** or one of its terminals. During this visit, the inspector will either take or witness the taking of a random **Independent Assurance (IND) Grab Sample**. The inspector will split the sample and deliver an equal portion to the **Manufacturer** or **Supplier**. The **Manufacturer** or **Supplier** shall test the retained portion of the split sample for the standard physical and chemical properties

listed in the applicable specification and deliver the test results to the **Bureau**, as specified in Section 4.5, for comparison and compliance with Section 3.0.

Random **Investigation (INV) Samples** of the **Finely Divided Minerals** and the project **Cement** will be obtained at final destination by a representative of the **Department**. The representative will either take or witness the taking of the **INV**

**Samples**. **INV Samples** will be **Grab Samples** and shall not be less than 3 kg (6 lb). (Note: **Cement** samples will be taken according to ASTM C 183). The

sampling location and frequency for obtaining **INV Samples** will be determined by the **Bureau** in consultation with the district offices.

The **Bureau** will test **INV Samples** to ascertain the results of **Finely Divided Mineral-project Cement** combinations. To verify that **Finely Divided Minerals** shipped from **Approved Sources** meet the requirements of Section 3.0, the **Bureau** will test **INV Samples** with the appropriate **Reference Material**.

#### 4.7 Revocation of **Approved Source** Status:

Failure of a **Manufacturer** or **Supplier** to meet the requirements of Sections 3.0 and 4.0 of this policy memorandum will be sufficient cause to revoke **Approved Source** status. However, a total of three late submittals in a twelve month period for any of the following: test report (**Grab** or **Composite Samples**), **PRO Sample**, or **PRO** test results will be permitted. Revocation will occur if a fourth late submittal occurs in a twelve month period. The **Manufacturer** will be notified in writing when the third late submittal in a twelve month period occurs.

Failure to resolve significant differences in testing, as indicated by the test results obtained on **PRO** or **IND Samples** split with the **Manufacturer** or **Supplier** will be sufficient cause to revoke **Approved Source** status.

Failure of the testing laboratory, used by the **Manufacturer** or **Supplier** of a **Finely Divided Mineral**, to satisfactorily resolve the discrepancies noted in the **CCRL** inspection report and/or to maintain a quality management system based on the **ISO 9000 Series** will be sufficient cause to revoke **Approved Source** status.

Revocation of **Approved Source** status will be reported to the **Manufacturer** or **Supplier** in writing. The **Manufacturer** or **Supplier** may not re-apply for **Approved Source** status until 30 days have elapsed from the date of the written notice of revocation.

## 5.0 UNAPPROVED SOURCE PROCEDURE

5.1 A **Manufacturer** or **Supplier** requesting approval of a **Finely Divided Mineral** from an **Unapproved Source** shall provide the following to the **Bureau**:

- (1) The **Manufacturer's** or **Supplier's** name and location.
- (2) The **Source** name, location (station), and number of generating units.
- (3) The name of the **Finely Divided Mineral** and its class or grade.

- (4) A current test report, in English, which indicates the standard physical and chemical composition of the **Finely Divided Mineral** as per Section 3.0.
- (5) The transportation method and location at which an inspector from the **Bureau** will be able to obtain **Acceptance (ACC) Samples**.
- (6) If requested by the **Bureau**, the **Manufacturer** or **Supplier** shall deliver to the **Bureau** a 24-hr **Composite Preliminary (PRE) Sample** of the **Finely Divided Mineral** from current shipments. The **Manufacturer** or **Supplier** shall assume the cost to deliver it to the **Bureau**. The size of the **PRE Sample** shall not be less than 3 kg (6 lb) and the sample shall be properly identified as required in Attachment 1.

5.2 Sampling and Test Requirements for **Unapproved Sources** in North America:

- (1) **Finely Divided Minerals** from an **Unapproved Source** will be sampled, tested, and approved by the **Bureau** before use on **Department** projects. The **Bureau** has the option to affix a seal to secure **Finely Divided Minerals** in storage (e.g. silo, truck, railroad car, or barge) until the **Bureau's** testing is completed.
- (2) Upon arrival of the **Finely Divided Mineral** to Illinois, an inspector from the **Bureau** will obtain **Acceptance (ACC) Grab Samples** according to the applicable specifications. The **Bureau** will determine the number of representative samples required.
- (3) The **Manufacturer** or **Supplier** may request the **Bureau** to sample the **Finely Divided Mineral** prior to arrival in Illinois. In the event the request is approved, the **Manufacturer** or **Supplier** shall be responsible for payment of transportation, per diem (meals), lodging, and incidental travel costs incurred by the **Department** inspector. If the **Department** determines that it lacks the resources to accomplish out-of-state inspection, the **Finely Divided Mineral** may be sampled and tested according to the procedures in Section 5.3.
- (4) **Acceptance (ACC) Samples** will be tested by the **Bureau** for conformance to Section 3.0, and to approve the **Finely Divided Mineral** for use on **Department** projects.
- (5) **Random Investigation (INV) Samples** of **Finely Divided Minerals** may be obtained at final destination by a representative of the **Department**. The representative will either take or witness the taking of the **INV Samples**. **INV Samples** will be **Grab Samples** and will be taken according to the applicable specification. The sampling location and frequency for obtaining **INV Samples** will be determined by the **Bureau** in consultation with the district offices. The **Bureau** will use **INV Samples** to verify that the **Finely Divided Mineral** shipped meets the requirements of Section 3.0.

5.3 Sampling and Test Requirements for **Unapproved Sources** Located Outside North America:

An agent of the importer shall obtain an **Independent Assurance (IND) Grab Sample** from each barge of foreign **Finely Divided Mineral** loaded at the port of entry and destined for Illinois.

The agent shall split each barge **Grab Sample** and mail one portion to the **Bureau**. The other portion shall be mailed to the importer's testing laboratory that is approved by the **Department**. The importer of the **Finely Divided Mineral** shall be responsible for all sampling and mailing costs.

The importer's laboratory shall test its portion of each barge **Grab Sample** for the standard physical requirements of the applicable specifications. One random barge **Grab Sample**, representing the **Finely Divided Mineral** in each hold of the vessel shall be tested for chemical composition.

Upon completion of the tests, the importer shall deliver to the **Bureau** a certification that states the **Finely Divided Mineral** in the vessel unloaded at the port of entry has been tested by the importer, and complies with the applicable specifications. Attached to the certification shall be a test report of all barge samples. The report shall include the name of the vessel, the source of the **Finely Divided Mineral**, the barge number, the hold number, the date the sample was taken, the quantity of **Finely Divided Mineral** in the barge, and the physical and chemical test results obtained on the samples.

The importer shall immediately notify the **Bureau** if a barge sample fails to meet the applicable specification requirements.

The **Bureau** will review the certification and compare the importer's test data to the test data obtained by the **Bureau** on its portion of each split sample.

When the certification and the accompanying test report are examined and determined to be correct, the **Bureau** will notify the importer and the district offices that the **Finely Divided Mineral** is approved for state projects.

**Random Investigation (INV) Samples**, from one or more barges, may be taken by a **Department** inspector when the barges arrive at the Illinois terminal(s).

The **Department** will reject any foreign **Finely Divided Mineral** tested by the **Bureau**, or the importer, that does not meet the specification requirements. The **Department** may reject any barge of **Finely Divided Mineral** wherein the differences in test values, obtained by the **Department** and the importer on the split sample, exceeds the multilaboratory precision of the test method, but the **Finely Divided Mineral** is within specifications.

Alternative proposals to the sampling and test requirements stated in this section will be considered for **Finely Divided Minerals** which have an acceptable quality history, and which have previously been approved by the **Department**. Requests shall be directed to the **Bureau of Materials and Physical Research** for approval.

## 6.0 ACCEPTANCE OF FINELY DIVIDED MINERALS

- 6.1 **Finely Divided Minerals** will be accepted according to the **Department's** current "Standard Specifications for Road and Bridge Construction," current special provisions, and this policy memorandum.
- 6.2 The **Bureau** will maintain and circulate a current list of **Approved Sources** of **Finely Divided Minerals** which meet the requirements of this policy memorandum. This list will include the name, location, and Producer/Supplier Number of each approved **Manufacturer** or **Supplier** of **Finely Divided Minerals**. These **Manufacturers** or **Suppliers** may ship **Finely Divided Minerals** for immediate use on **Department** projects.
- 6.3 **Finely Divided Minerals** from **Unapproved Sources** will be approved by the **Bureau** before use on **Department** projects.

## 7.0 REJECTION OF FINELY DIVIDED MINERALS

- 7.1 A **Finely Divided Mineral** that fails to conform to the requirements of Section 3.0 of this policy memorandum shall be rejected for use on **Department** projects.
- 7.2 The **Bureau** will notify the **Manufacturer** or **Supplier** when a **Finely Divided Mineral** is rejected for use on **Department** projects.



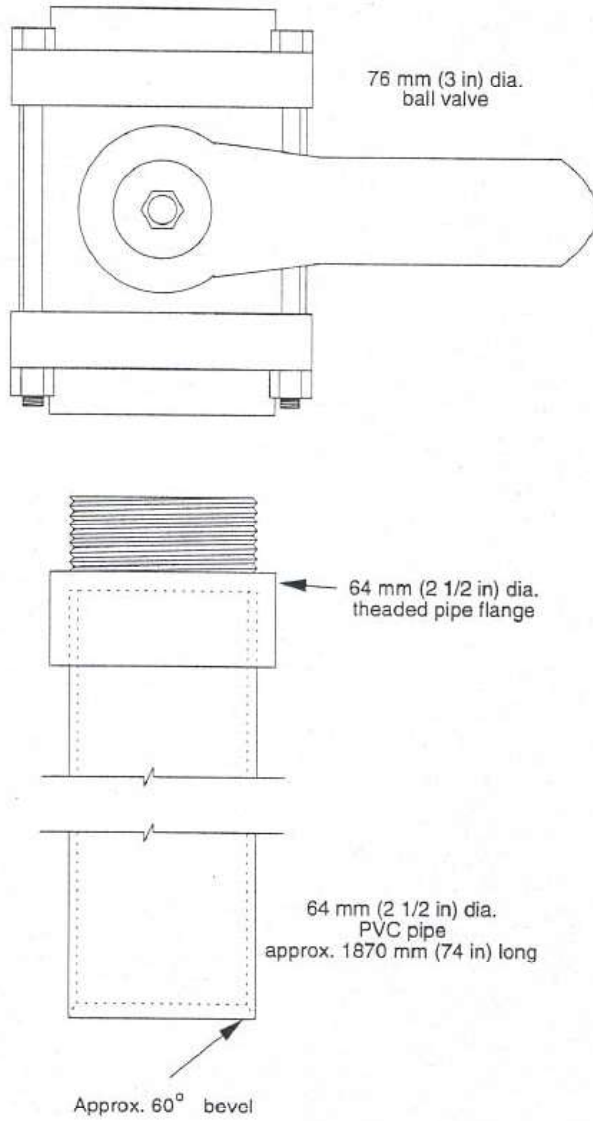
David L. Lippert, P.E.  
Acting Engineer of Materials  
and Physical Research

Attachment

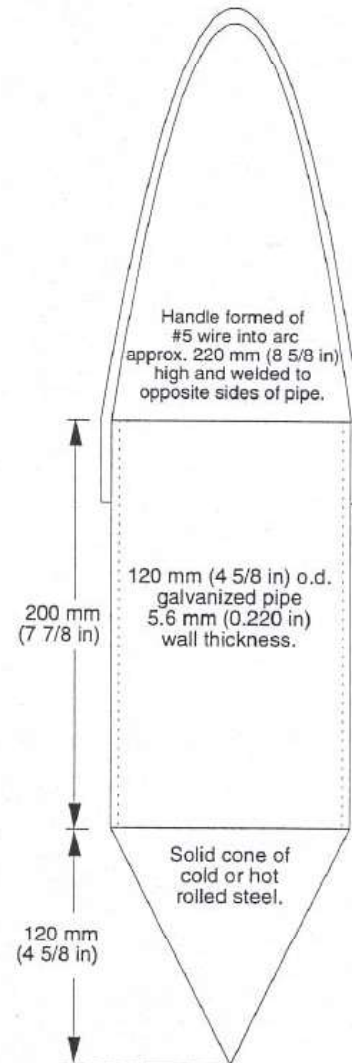
This policy memorandum supersedes Policy Memorandum 06-03 dated January 1, 2006.
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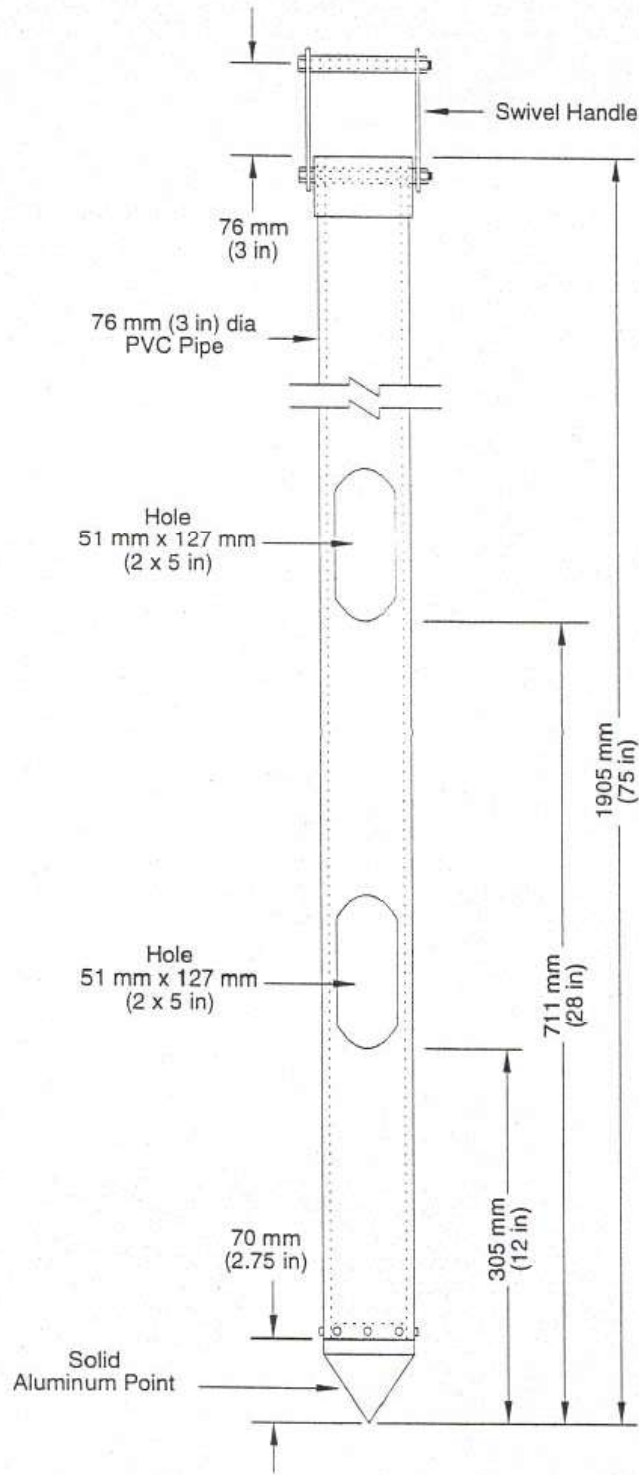
### Vacuum Type Bulk Cement Sampler



### Drop Type Bulk Cement Sampler



Note:  
Total mass weight of sampler not less than 6 kg (13 lb)



## Tube Type Bulk Cement Sampler

**IDOT Letting: June 12, 2026  
Letting No. 05A**

**Project No. IKK-5242  
Contract No. KA056**

**22- 1 CEMENT TYPE**

**IDOT Letting: June 12, 2026  
Letting No. 05A**

**Project No. IKK-5242  
Contract No. KA056**

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State of Illinois Department of Transportation  
Office of Intermodal Project Implementation  
Aeronautics

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**POLICY MEMORANDUM**

February 10, 2022

Springfield, Illinois

Number 22-1

TO: CONSULTING ENGINEERS / CONTRACTORS

SUBJECT: ACCEPTED CEMENT TYPES

- I. This policy memorandum addresses the accepted cement types for use in Items 501 and 610 Concrete mixtures. Type IL cement has been added to the approved list and may be used on all IDOT-Let Aeronautics projects.
- II. The following cement types are approved.
  - a. Type I cement conforming to the requirements of ASTM C 150.
  - b. Type IL cement conforming to the requirements of ASTM C 595.
  - c. All other types are not allowed unless specified by Special Provisions.

William C. Eves, P.E.  
Acting Chief Engineer

**IDOT Letting: June 12, 2026  
Letting No. 05A**

**Project No. IKK-5242  
Contract No. KA056**

**22-2 OBTAINING APPROVED AGGREGATES COMPLYING WITH 202 AERONAUTICS  
SPECIFICATIONS**

**IDOT Letting: June 12, 2026  
Letting No. 05A**

**Project No. IKK-5242  
Contract No. KA056**

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State of Illinois Department of Transportation  
Office of Intermodal Project Implementation  
Aeronautics

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**POLICY MEMORANDUM**

February 10, 2022

Springfield, Illinois

Number: 22-2

TO: CONSULTING ENGINEERS / CONTRACTORS

SUBJECT: OBTAINING APPROVED AGGREGATES COMPLYING WITH 2020  
STANDARD SPECIFICATIONS FOR CONSTRUCTION OF AIRPORTS

I. SCOPE

This Policy Memorandum addresses the additional aggregate quality requirements of the 2020 Illinois Standard Specifications for Construction of Airports, Special Provisions, and policies of IDOT Aeronautics. The airport quality requirements exceed those normally expected for similar IDOT highways pay items.

II. REQUIREMENTS

The contractor shall use these procedures to demonstrate aggregate compliance with the contract requirements.

A. Contractor Responsibility

1.) For Item 208 Aggregate Base and Item 209 Crushed Aggregate Base, the Contractor shall use aggregates with test requirements conforming to 2020 Standard Specifications for Construction of Airports, Coarse Aggregate Quality table, Section 208-2.2 and Section 209-2.2. Note: Item 208 and 209 Airport aggregates require B Quality coarse aggregates instead of the IDOT Highways allowed D Quality.

- a) Na<sub>2</sub>SO<sub>4</sub> Soundness 5 Cycle, Illinois Modified AASHTO T 104, maximum percent loss = 15%.
- b) Los Angeles Abrasion, Illinois Modified AASHTO 96, maximum percent loss = 40%.
- c) Deleterious Materials, Illinois Testing Procedure 203, Deleterious Particles in Coarse Aggregate.
  - i. Shale, 2.0% maximum.
  - ii. Clay Lumps, 0.5% maximum.

- iii. Soft & Unsound Fragments, 6.0 % maximum.
- iv. Other Deleterious, 2.0% maximum.
- v. Total Deleterious, 6.0% maximum.

2.) For Item 401 HMA Mixtures, the Contractor shall use aggregates with quality testing requirements conforming to 2020 Standard Specifications for Construction of Airports, Coarse Aggregate Quality table, Section 401-2.1a(2) and Fine Aggregate Quality table, Section 401-2.1b(2). Note: Airport HMA mixtures require A Quality coarse and fine aggregates instead of the IDOT Highways allowed B Quality.

- a) Deleterious Materials, Illinois Testing Procedure 203, Deleterious Particles in Coarse Aggregate.
  - i. Shale, 1% max.
  - ii. Clay Lumps, 0.25% max
  - iii. Coal & Lignite, 0.25% max
  - iv. Soft & Unsound Fragments, 4.0 % max
  - v. Other Deleterious, 4.0% max
  - vi. Total Deleterious, 5.0% max

3.) For Item 501 PCC Mixtures, the Contractor shall use aggregates with quality testing requirements conforming to 2020 Standard Specifications for Construction of Airports, Coarse Aggregate Quality table, Section 501-2.3(b). It is noted that this A Quality table has been modified from the current IDOT Highways A Quality requirements. Aggregate testing procedures and acceptance are as follows.

- a) Total Deleterious Maximum % = 2.6% conforming to Illinois Testing Procedure 203 Deleterious Particles in Coarse Aggregate (ITP 203).
- b) Maximum Deleterious Chert % = 0.1% conforming to Illinois Modified AASHTO T 113, Standard Method of Test for Lightweight Pieces in Aggregate.

4.) Obtaining aggregates conforming to the requirements of the 2020 Standard Specifications for Construction of Airports.

- a) First, check with your aggregate source(s) to see if their product recently passed Aeronautics requirements. It is possible the aggregate source in questions has met the Aeronautics requirements, but the IDOT Bureau of Materials does not have the Aeronautics-approved product listed. For example: the B Quality aggregate 031CM16 at a particular source has been confirmed to also meet A Quality. Check with your aggregate source to confirm aggregate quality to be used in the above pay items. Check with IDOT Aeronautics for previously approved sources.
- b) If the aggregate source does not have recent tests to show it meets Aeronautics requirements, the Contractor shall ask the aggregate source to request the IDOT District Materials Engineer to test the aggregate for the required parameters.
- c) If the IDOT District is unable to perform the requested test(s) or the IDOT District schedule is not compatible with the Contractor's timetable, the Contractor shall have the aggregate tested by a third-party testing laboratory. The third-party laboratory shall be IDOT-approved or AASHTO-approved. AASHTO approval consists of accreditation in accordance with AASHTO Materials Reference Laboratory (AMRL).

- d) Additional expense incurred by the Contractor for third-party testing may be approved for payment by a Change Authorization in the amount of the actual testing cost. Confirm with the Aeronautics Materials & Certifications Engineer to get prior approval for testing expenses.
- e) Aeronautics will maintain a database of approved sources and third-party tested aggregates that conform to the requirements of the 2020 Specifications.

5) Frequency of Testing. Test results for aggregate products from the same ledge, processed using the same method and equipment, shall be considered to meet the Aeronautics requirements for 1 year from the testing date. IDOT Aeronautics reserves the right to re-test aggregates to confirm compliance.

William C. Eves, P.E.  
Acting Chief Engineer

**IDOT Letting: June 12, 2026  
Letting No. 05A**

**Project No. IKK-5242  
Contract No. KA056**

**87-2 DENSITY ACCEPTANCE OF BITUMINOUS PAVEMENTS**

**IDOT Letting: June 12, 2026  
Letting No. 05A**

**Project No. IKK-5242  
Contract No. KA056**

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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 ( $\bar{X}$ ) 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	$\bar{X}$	$(\bar{X} - \bar{X})$	$(\bar{X} - \bar{X})^2$
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

$$N = 4$$

$$\text{Mean } \bar{X} = 21.34 / 4 = 5.328$$

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

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

##### 3. Test for Outliers

Check for Critical "T" Values

$$T = \frac{|(X_1 - \bar{X})|}{S} = \frac{|3.96 - 5.328|}{1.378} = 0.99$$

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

If the T value exceeds the critical "T" Value in the table below and no assignable cause 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 ( $\bar{X}$ ) 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 (N)	Critical "T" Value 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).

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

$$Q_U = \frac{(7 - \bar{X})}{S} = \frac{7 - 5.328}{1.378} = 1.213$$

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:

$$\% \text{ Adjustment} = 0.5 \text{ PWL} + 55.0$$

$$\% \text{ Adjustment} = 0.5 (89.4) + 55.0$$

$$\% \text{ Adjustment} = 99.7$$

$$\text{Adjusted Quantities} = \% \text{ Adjustment} \times \text{Lot Quantities}$$

$$\text{Adjusted Quantities} = 0.997 \times 2000 \text{ tons}$$

$$\text{Adjusted Quantities} = 1994 \text{ tons}$$

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

**IDOT Letting: June 12, 2026  
Letting No. 05A**

**Project No. IKK-5242  
Contract No. KA056**

**87-4 DETERMINATION OF BULK SPECIFIC GRAVITY (D) OF COMPACTED  
BITUMIONOUS MIXES (2020)**

**IDOT Letting: June 12, 2026  
Letting No. 05A**

**Project No. IKK-5242  
Contract No. KA056**

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State of Illinois  
Department of Transportation  
Division of Aeronautics

**POLICY MEMORANDUM**

December 3, 2020

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 saturated surface-dry procedure.
- B. DEFINITIONS.
1. Bulk Specific Gravity ( $G_{mb}$ ) 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 ( $G_{mm}$ ) 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<sup>o</sup> 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 vertical 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).
7. 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.

$$G_{mb} = \frac{A}{B - C}$$

$G_{mb}$  = 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:

$$\% \text{ Density} = 100 \times \frac{G_{mb}}{G_{mm}}$$

$G_{mb}$  = 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:

$$\% \text{ Air} = 100 - \% \text{ Density}$$

- 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 ( $G_{mb}$ ). The volume of a square yard of pavement one (1) inch 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, one (1) inch thick weighs:

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

Alan D. Mlacnik, P.E.  
Bureau Chief of Airport Engineering

Supersedes Policy Memorandum 87-4, dated February 20, 2014

**IDOT Letting: June 12, 2026  
Letting No. 05A**

**Project No. IKK-5242  
Contract No. KA056**

**96-1A ITEM 610, STRUCTURAL PORTLAND CEMENT CONCRETE, JOB MIX FORMULA  
APPROVAL AND PRODCUTION TESTING (2022)**

**IDOT Letting: June 12, 2026  
Letting No. 05A**

**Project No. IKK-5242  
Contract No. KA056**

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State of Illinois  
Department of Transportation  
Division of Aeronautics

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**POLICY MEMORANDUM**

March 28, 2022

Springfield

Number 96-1A

TO: CONSULTING ENGINEERS

SUBJECT: FOR AERONAUTICS 2020 STANDARD SPECIFICATIONS,  
ITEM 610, STRUCTURAL PORTLAND CEMENT CONCRETE:  
JOB MIX FORMULA APPROVAL & PRODUCTION TESTING.

- I. This policy memorandum addresses the Job Mix Formula (JMF) approval process and production testing requirements when Item 610 is specified for an airport construction contract.
- II. PROCESS
  - a. The contractor may submit a mix design with recent substantiating test data, or he may submit a mix design generated by the Illinois Division of Highways with recent substantiating test data for approval consideration. The mix design should be submitted to the Resident Engineer. An Item 501 PCC Pavement mix can be used in lieu of a Class SI mix, with the approval of the Division.
  - b. The Resident Engineer should verify that each component of the proposed mix meets the requirements set forth under Item 610 of the *2020 Standard Specifications for Construction of Airports* and/or the contract special provisions.
  - c. The mix design should also indicate the following information:
    1. The name, address, and producer/supplier number for the concrete.
    2. The source, producer/supplier number, gradation, quality, and SSD weight for the proposed coarse and fine aggregates.
    3. The source, producer/supplier number, type, and weight of the proposed flyash and/or cement.
    4. The source, producer/supplier number, dosage rate or dosage of all admixtures.
  - d. After completion of Items b and c above, the mix with substantiating test data shall be forwarded to the Division of Aeronautics for approval. Once the mix has been approved, the production testing shall be at the rate in Section III as specified herein.

### III. PRODUCTION TESTING

- a. When directed by the Resident Engineer, the Contractor shall make, cure and store one set of cylinders in accordance with AASHTO T23 for acceptance testing for each day the mix is used. In addition, at least one slump, one mix temperature, and one air test shall be conducted for each day the mix is used.
- b. The concrete shall have a maximum slump of four inches (4") and minimum slump of two inches (2") when tested in accordance with AASHTO T119.
- c. The air content of the concrete shall be between 5% and 8% by volume when tested in accordance with AASHTO T152.
- d. At no time shall the temperature of the concrete exceed 90 degrees Fahrenheit.
- e. Acceptance testing for concrete provided under this item shall have a 14-day compressive strength of not less than 3,500 psi when tested in accordance with AASHTO T22. The testing lab shall be IDOT or AASHTO approved. The Resident Engineer will be responsible for the strength tests on the specimens at no expense to the contractor.
- f. If more than 100 cubic yards of the mix is placed in a given day, additional tests at a frequency of 1 per 100 cubic yards shall be taken for strength, slump, mix temperature, and air.
- g. The Resident Engineer shall collect actual batch weight tickets for every batch of Item 610 concrete used for the project. The actual batch weight tickets shall be kept with the project records and shall be available upon request of the Department of Transportation.

William C. Eves, P.E.  
Acting Chief Engineer

Supersedes Policy Memorandum 96-1 (2020) dated December 3, 2020

**IDOT Letting: June 12, 2026  
Letting No. 05A**

**Project No. IKK-5242  
Contract No. KA056**

**97-2 PAVEMENT MARKING ACCEPTANCE (2020)**

**IDOT Letting: June 12, 2026  
Letting No. 05A**

**Project No. IKK-5242  
Contract No. KA056**

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State of Illinois Department of  
Transportation Division of  
Aeronautics

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**POLICY MEMORANDUM**

December 3, 2020

Springfield, Illinois

Number 97-2

TO: CONSULTING ENGINEERS

SUBJECT: PAVEMENT MARKING PAINT AND GLASS BEADS ACCEPTANCE

I. SCOPE

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

II. RESIDENT ENGINEER'S DUTIES

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

- A. Require the contractor to furnish the name of the paint and glass beads manufacturer, IDOT Test I.D. number and the Batch/Lot 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 and lids so that the paint will not be contaminated. It is important to seal the sample container immediately with the paint can lid 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 or delivered within 24 hours after sampling. Address or deliver the samples to the Material's 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. A sample consists of one-pint cans taken per batch number. Before drawing samples, the contents of the component's container must be thoroughly mixed to make certain that any settled portion is fully dispersed.
  - 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.

Alan D. Mlacnik, P.E.  
Bureau Chief of Airport Engineering

Supersedes policy memorandum 97-2 dated June 22, 2018

**IDOT Letting: June 12, 2026  
Letting No. 05A**

**Project No. IKK-5242  
Contract No. KA056**

**2003-1 REQUIREMENTS FOR LABORATORY, TESTING, QUALITY CONTROL AND  
PAVING OF SUPPERPAVE HMA CONCRETE MIXES FOR AIRPORTS (2020)**

**IDOT Letting: June 12, 2026  
Letting No. 05A**

**Project No. IKK-5242  
Contract No. KA056**

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State of Illinois  
Department of Transportation  
Division of Aeronautics

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**POLICY MEMORANDUM**

December 3, 2020

Springfield, Illinois

Number 2003-1

TO: CONSULTANTS & 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), American Association of State Highway and Transportation Officials (AASHTO) and IDOT Bureau of Materials Illinois Lab Procedure (ITP) 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, according to the current Illinois Department of Transportation, Bureau of Materials Policy Memorandum (PM) 6-08, *Minimum Private Laboratory Requirements for Construction Materials Testing or Mix Design*. The laboratory shall be of sufficient size and be furnished with the necessary equipment and supplies for adequately and safely performing the Contractor's Hot Mix Asphalt (HMA) Job Mix Formula (JMF), Quality Control (QC) testing and Quality Assurance (QA) testing. 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 (IDA) 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 testing and develop a complete mix design, according to the following guidelines: Mix design submittals should be submitted to IDA, Construction/Material Section, Attn: Certification and Mixtures Engineer. 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. Initial Mix Design Submittal

1. Use the first tab/page of the IDOT, QC/QA Package, Mix Design Software spreadsheet workbook. Provide the Producer name, Producer # and Producer location of each aggregate and asphalt binder (AB). 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.).
5. Material code for the grade of AB.
6. 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 – 3.3 (Table: Aggregate – Asphalt Pavements)
7. Producer name, Producer #, and specific gravity of the proposed asphalt cement.
8. IDOT approved Performance Grade (PG) Binder shall be used unless otherwise specified by the IDA Engineer of Construction & Materials.

After verification and approval by IDA of the proposed design information from this Section A, Initial Mix Design Submittal, the Contractor shall proceed to Section B, Mixture Design and Testing, and perform mixture tests on 4 gyratory brix sample (4 point mix design) to determine the optimum AB content for the target Air Voids.

Note: If Section A, Initial Mix Design Submittal, is not performed first, and the complete mix design (gyratory testing) is submitted with an unapproved material source or an incorrect aggregate blend, then the gyratory laboratory testing would have to be re-done.

B. Preliminary Mixture Design & Testing

Design Parameters

Gyrations ( $N_{des}$ ) – per Standard Specifications for Construction of Airports (Standard Specifications), Section 401/403 – 3.3 (JMF), Table (Asphalt Design Criteria)

Asphalt Content – AC% per Standard Specifications, Section 401/403 – 3.3 (JMF), Table (Aggregate – Asphalt Pavements)

Maximum Specific Gravity –  $G_{mm}$  (AAHSTO T 209)

Bulk Specific Gravity –  $G_{mb}$  (AAHTO T 166)

% air voids –  $V_a$  (ASTM D3203) per Standard Specifications, Section 401/403 – 3.3 Table (Asphalt Design Criteria)

VFA % – per Standard Specifications, Section 401/403 – 3.2 (JMF), Table (Asphalt Design Criteria)

C. Preliminary Mix Design Submittal

The Preliminary JMF including all test results shall be submitted to IDA, Construction/Material Section, Attn: Certification and Mixtures Engineer 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,  $G_{mb}$ ,  $G_{mm}$ , VMA, Voids (Total Mix), Voids Filled,  $V_{be}$ ,  $P_{be}$ ,  $P_{ba}$ ,  $G_{se}$
- h) Optimum design data listing: AC % Mix,  $G_{mb}$ ,  $G_{mm}$ , VMA, Voids (Total Mix), Voids Filled,  $G_{se}$ ,  $G_{sb}$
- 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
- k) Tensile Strength Ratio (TSR)
- l) Type and amount of anti-strip agent when used
- m) Date the JMF was developed

D. Mix Approval

Once the preliminary JMF is reviewed and approved by IDA, a JMF approval letter will be issued to the consultant and contractor. Production of HMA is not authorized until a JMF letter has been issued.

E. Change in Material Sources

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

#### IV. MIX PRODUCTION TESTING

The Quality Control (QC) of the manufacture and placement of HMA mixtures is the responsibility of the Contractor and will be according to the Standard Specifications, Section 401/403-5.1 - 5.6. In addition, the Contractor shall develop a Contractor Quality Control Program (CQCP) in accordance with Item 100 in the Standard Specifications. The (CQCP) shall be submitted on the Form AER 27, Hot Mix Asphalt (HMA) Quality Control Plan. 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-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 workday. 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.

#### V. TEST SECTION (Note: Applies for Method II only ( $\geq 2,000$ tons/pay item))

The purpose of the test section is to determine if the mix is acceptable and can be compacted to a consistent passing density. The test strip construction and acceptance will be according to the Standard Specifications, Section 401/403-3.5.

#### VI. MATERIAL ACCEPTANCE

Material acceptance and acceptance sampling to determine conformance to the contract specifications will be performed by the Resident Engineer in accordance with the Standard Specifications, Section 401/403-6.1. In addition to the requirements set forth in Section 401/403-6.1 the R.E. shall perform sample tests at a rate of 1/5000 tons randomly selected by the R.E. and shall be sent with an identification sheet (Form AER 24, Sample Identification) to an ASTM certified independent laboratory. If the project is  $< 5000$  tons, 1 sample selected randomly shall be sent.

Alan D. Mlacnik, P.E.  
Bureau Chief of Airport Engineering

Supersedes Policy Memorandum 2003-1 dated June 12, 2004

**IDOT Letting: June 12, 2026  
Letting No. 05A**

**Project No. IKK-5242  
Contract No. KA056**

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