

# 09A

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. LE058  
Lewis University Airport  
Romeoville, Illinois  
Will County  
Illinois Project No. LOT-5203  
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. LE058  
Lewis University Airport  
Romeoville, Illinois  
Will County  
Illinois Project No. LOT-5203  
SBG Project No. 3-17-SBGP-TBD**

**Reseal Runway 2/20**

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

### **3. INSTRUCTIONS TO BIDDERS.**

- (a) This Notice, the invitation for bids, proposal and letter of award shall, together with all other documents in accordance with Article 10-23 of the Standard Specifications for Construction of Airports (Adopted March 22, 2023), become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.
- (b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.

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

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

- 6. DISADVANTAGED BUSINESS POLICY.** The DBE goal for this contract is 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 85 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 85 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.

SECTION III

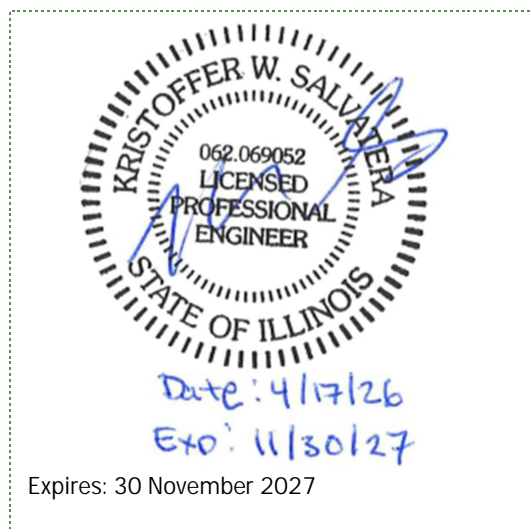
SPECIAL PROVISIONS

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

RESEAL RUNWAY 2/20

ILLINOIS PROJECT NO. LOT-5203  
SBG PROJECT NO. 3-17-SBGP-TBD  
CONTRACT NO. LE058

100% SUBMITTAL  
24 APRIL 2026



Expires: 30 November 2027



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

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**SPECIAL NOTICE**

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

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

The Airport Sponsor 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 Airport Sponsor may elect to cause the forfeiture of the penal sum of the bidder’s proposal guaranty and may deny authorization to bid the project if re-advertised for bids.

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

**BUY AMERICAN PREFERENCES REQUIREMENTS.**

All steel and manufactured items used in this item shall meet the requirements of the Buy American Preferences under 49 U.S.C. § 50101, which requires that all steel and manufactured goods used in FAA Airport Improvement Program (AIP) funded projects be produced in the United States. When submitting each item for approval under the Contract documents, the Contractor shall furnish certification that all steel or manufactured products used on any portion of the AIP-funded project are produced in the United States and are of 100 percent U.S. materials. Should any part of any materials not meet this requirement, a waiver to 49 U.S.C. § 50101 must be issued by the FAA for these item(s) prior to any “Notice-to-Proceed” for construction start can be made.

Under 49 U.S.C. § 50101(b), FAA has the authority to waive these Buy American Preferences if certain market or product conditions exist. These are:

1. Applying the Buy American Preferences would be inconsistent with the public interest;
2. The steel or goods produced in the U.S. are not produced in a sufficient and reasonably available amount or are not of a satisfactory quality;
3. When the cost of components and subcomponents produced in the U.S. is more than 60 percent of the cost of all components of the facility or equipment procured and final assembly occurs in the United States; or
4. Including domestic material will increase the cost of the overall project by more than 25 percent.

The Bidder/Contractor shall indicate the need for any waivers in their proposal and furnish any certifications necessary for the FAA’s issuance of any required waiver for approval prior to “Notice-to-Proceed”.

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### GENERAL

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

RESEAL RUNWAY 2/20

This project is to rehabilitate Lewis University Airport's primary runway to restore pavement integrity and maintain safe operations, among other work, the following items:

- Construction of temporary contractor's staging areas and temporary haul routes.
- Provide traffic maintenance for vehicular roadway and aircraft pavements.

Note: the following items are to be performed in multiple stages to minimize disruptions to Airport Operations:

- Remove and replace damaged PCC pavement slabs on Runway 2/20.
- Clean, reseal, and restore all pavement joint seals on Runway 2/20.
- Reapply all runway markings on Runway 2/20.
- Clean, reseal, and restore PCC pavement joint seals on crossing Runway 9/27.
- Perform PCC Grooving on replaced PCC slabs.
- Reapply designated markings on Runway 9/27.

### GOVERNING SPECIFICATIONS AND RULES AND REGULATIONS

The Illinois Standard Specifications for Construction of Airports, State of Illinois Department of Transportation, Division of Aeronautics, adopted March 22, 2023, as revised (Standard Specifications), shall govern the Project except as otherwise revised or noted in these Special Provisions dated April 24, 2026. All references to IDOT Specifications refer to Standard Specifications for Road and Bridge Construction (SSRBC), Illinois Department of Transportation, adopted January 1, 2022, as revised. Resolution of conflicts with any part or parts of said Specifications shall be in accordance with Section 50-03 of the Standard Specifications.

**ILLINOIS DEPARTMENT OF TRANSPORTATION, DIVISION OF AERONAUTICS**

**MANUALS, POLICY MEMORANDUMS, AND TEMPLATES**

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

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

Manuals

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

Policy Memoranda

<u>No.</u>	<u>Title</u>	<u>Modified by Special Provisions</u>
6-08	Minimum Private Laboratory Requirement for Construction Materials Testing or Mix Design	No
11-08	Aggregate Gradation Control System (AGCS)	No
18-08	Acceptance Procedure for Finely Divided Minerals Used in Concrete and Other Applications	No
12-08	Crushed Gravel Producer Self-Testing Program	No
13-08	Slag Producer Self-Testing Program	No
7-08	Recycling Portland Cement Concrete Into Aggregate	No
1-08	Performance Graded Asphalt Binder Acceptance Procedure	No
4-08	Approval of Hot-Mix Asphalt Plants and Equipment	No
6-08	Minimum Private Laboratory Requirement for Construction Materials Testing or Mix Design	No
96-3	Requirements for Quality Assurance on Projects with Bituminous Concrete Paving	No

2003-1	Requirements for Laboratory, Testing, Quality Control, and Paving of Superpave HMA Concrete Mixtures for Airports	No
	HMA Comparison Examples	No
16-08	Approval of Concrete Plants and Delivery Trucks	No
20-08	Field Test Procedures for Mixer Performance and Concrete Uniformity Tests	No
23-08	Welded Wire Reinforcement/Bar Mat Plant Certification Procedure	No
24-08	Epoxy Coating Plant Certification Procedure	No
26-08	Reinforcement Bar and/or Dowel Bar Plant Certification Procedure	No
29-11	Minimum Laboratory Requirements for Alkali-Silica Reactivity (ASR) Testing	No
87-3	Mix Design, Test Batch, Quality Control, and Acceptance Testing of PCC Pavement Mixture	Yes
2001-1	Requirements for Cold Weather Concreting	No
2-08	Cutback Asphalt and Road Oil Acceptance Procedure	No
96-1A	Item 610, Structural Portland Cement Concrete: Job Mix Formula Approval & Production Testing	No
19-08	Quality Control/Quality Assurance Program for Precast Concrete Products	No

**PART 1**

**GENERAL CONTRACT PROVISIONS**

**SECTION 40**

**SCOPE OF WORK**

Revise Section 40 of the Standard Specifications as follows:

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

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

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

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

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

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

The Contractor shall erect and maintain, at no cost to the Contract, directional and informational signs for the Contractor's access routes at the existing construction entrances and for the Contractor's route within the Airport operations area, as noted on the plans or as directed by the Resident Engineer. Where contractor equipment is operating within active aircraft operations areas, radio-equipped flaggers shall be furnished by the Contractor. Continuous pavement sweeping shall be furnished to remove debris from active aircraft movement paths. The cost of traffic control/flaggers shall be incidental to the Contract and pavement sweeping shall be under Item 800986 – Pavement Sweeping.

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

- The Contractor shall have their superintendent on-site at all times when there is any ongoing work in the Airport Operations area. The Superintendent shall be in radio contact with the Lewis Airport Air Traffic Control Tower during tower operating hours (6:00 am to 8:00 pm Local time). All costs associated with this request shall be paid under AR150530, Traffic Maintenance.
- All employees of the Contractor shall park their personal vehicles in the designated equipment parking and storage area. Each person or vehicle entering the Contractor area shall do so in accordance with the policies and procedures of the Airport Owner. The Contractor will transport the workers from the parking areas to the work area. Only Contractor vehicles will be allowed outside of the proposed equipment storage and parking areas.
- Should any Contractor personnel be identified as noncompliant with any vehicle driving safety requirements in the Project Safety Plan or in the Airport Vehicle Operations Regulations, such drivers shall be penalized by rescission of their on-airport driving privileges, and their access to the Construction Limit Area when operating vehicles shall be revoked.
- The Contractor will be required to be in contact with Airport Operations. This will keep the Contractor in contact with Airport personnel and enable the Airport personnel to immediately contact the Contractor in case of an aeronautical emergency that would require action by the Contractor and/or their personnel.

Work along Runway 2/20 and Runway 9/27 shall require the use of appropriate vehicular traffic control. Traffic control shall be furnished in accordance with the Illinois MUTCD, the IDOT Standard Specifications for Road and Bridge Construction, and the applicable IDOT Highway Standards. The Contractor shall furnish, place, maintain, relocate, and remove traffic control devices and safety personnel as detailed in the Construction Plans, or as directed by the Resident Engineer. The cost of this work shall be included in Item AR150530, Traffic Maintenance.

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

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

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

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

The Contractor is to provide temporary construction roads within the Construction Limit Lines as may be required by their activities. Heavy vehicles shall not cross existing pavement surfaces except as approved by the Airport Owner and the Resident Engineer. Any damage to pavements that may occur by the Contractor's activities shall be repaired at the Contractor's expense and to the satisfaction of the Airport Owner and the Resident Engineer. For haul routes made by Contractor through grassed areas, Contractor shall grade, level, topsoil, seed, and mulch at the end of the Project, and included in the contract unit price for AR150540 – Haul Route.

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

All construction access gates shall remain closed and secured during non-working hours. The contractor shall install and maintain signage at each construction access gate stating "authorized personnel only" to support airport security and prevent unauthorized entry consistent with FAA-recognized safety and security practices. Upon exiting the airfield or construction site, the contractor shall close and lock the access gate to ensure the airport operating area remains secure. Throughout the duration of the contract, the contractor shall repair any damage to access roads, access gates, or adjacent fencing resulting from construction activities. Such repairs shall be completed to the satisfaction of the resident engineer. all costs associated with contractor access, security measures, and required repairs shall be included in the unit cost for AR150530 – TRAFFIC MAINTENANCE.

At no time shall the contractor operate or park equipment to obstruct active Part 77 Airport Imaginary Surfaces. Contractor's equipment shall extend no higher than 25 feet.

The Contractor must notify the Resident Engineer and the Airport Owner seven (7) days in advance of any required partial or complete closing of any runway, taxiway, apron, or airfield lighting circuit. The date, time and scheduled duration of the closing must be approved by the Resident Engineer and the Airport Owner. The Contractor shall notify the Resident Engineer and Airport Owner three (3) days in advance of the Contractor's closing of other active roadways, roadway lighting circuits, or other Airport facilities.

All work shall be completed in accordance with the plans, notes, and details shown on the Construction Safety and Phasing Plan. Failure to use these prescribed procedures or adhere to the safety requirements will result in the suspension of work.”

SECTION 50

CONTROL OF WORK

Revise Section 50 of the Standard Specifications as follows:

**50-10 LOAD RESTRICTIONS. Add the following:**

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

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

The Contractor shall erect and maintain directional and informational signs for the Contractor's access routes at the existing construction entrance and for the Contractor's route within the Airport and Airport Operations Area, as noted in the Plans or as directed by the Resident Engineer, whose cost shall be paid under Item AR150530 - TRAFFIC MAINTENANCE."

SECTION 70

LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

Add to the Contractor's responsibility for utility service and facilities of others:

<b>Utility Contacts</b>	
<b>Agency</b>	<b>Contact</b>
Lewis University Airport	Chris Lawson - Airport Manager (815) 838-9497 (ext 3)
Joint Utility Location Information for Excavators (J.U.L.I.E)	Phone Number - 811

SECTION 80

PROSECUTION AND PROGRESS

Revise Section 80 of the Standard Specifications as follows:

80-04 LIMITATIONS OF OPERATIONS. Add the following:

“The Contractor shall also meet the requirements of the Standard Specifications, Paragraph 40-5, and Special Provisions, Item AR150530, Traffic Maintenance.”

"Certain stages of the Construction Staging Plan require the temporary closure of Runway 2/20 and Runway 9/27, which are critical to Airport operations. Due to the significant operational impacts associated with these closures, all Contractor activities occurring during these runway shutdowns shall be completed expeditiously within the designated construction periods and within the allowable work durations. Outside of the specified work periods, at least one runway shall remain open to traffic. The permitted work windows and the allowed number of working days are defined in the Construction Plans.

“For this Off-Peak construction duration in Phase 2, the Contractor shall provide additional personnel and equipment, shall work extra time, and shall follow other procedures that may reasonably be expected to allow for the completion of the work specified in the Contractor Plans within the duration allowed. The cost of furnishing extra workers, extra equipment, and longer workdays, and constructing and furnishing precast items and other measures necessary to complete the work, shall be included in the Item AR801024 – Off-Peak Work.”

80-09 FAILURE TO COMPLETE ON TIME. Add the following:

“

Phase	Number of Calendar Days*
1A	28
1B	28
2	14
3	14

\*Any additional calendar days used by the contractor in completing an individual phase shall be considered a day of overrun and subject to liquidated damages under the contract, regardless of whether the full project is completed within the total contract time”

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**PART 2**

**GENERAL CONSTRUCTION ITEMS**

**ITEM 100**

**CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)**

This Item shall be provided in accordance with Item 100 of the Standard Specifications.

The Contractor Quality Control Program shall not be measured and paid for separately but be considered incidental to the Contract.

ITEM 102

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

Revise Item 102 of the Standard Specifications as follows:

**MATERIALS**

102-2.1 GRASS. Replace this Paragraph with the following:

“Temporary Grass or Temporary Seed shall be used if the project is suspended for long durations not liable by the Contractor. Temporary seed shall be annual ryegrass, applied at a rate of 100 pounds per acre.”

102-2.4 SLOPE DRAINS. Delete this Section

102-2.5 SILT FENCE. Delete this Section.

102-2.6 BALE STAKES. Delete this section.

102-2.8 TEMPORARY DITCH CHECKS. Delete this section.

102-2.9 INLET AND PIPE PROTECTION. Delete this section.

102-2.10 RIPRAP. Delete this section.

**CONSTRUCTION REQUIREMENTS**

102-3.4 INSTALLATION, MAINTENANCE, AND REMOVAL OF SILT FENCE. Delete this section.

102-3.5 RIPRAP. Delete this section.

102-3.7 TEMPORARY EROSION CONTROL

C. TEMPORARY EROSION CONTROL SEEDING. Revise this Section:

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

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

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

#### METHOD OF MEASUREMENT

102-4.1 Revise this Section.

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

102-4.2 Delete this section.

102-4.3 Delete this section.

102-4.4 Delete this section.

102-4.5 Delete this Section.

102-4.6 Delete this section

102-4.7 Delete this section

102-4.9 Delete this section.

102-4.10 Revise this Section.

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

#### BASIS OF PAYMENT

102-5.1 Add the following:

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

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

ITEM 105

MOBILIZATION

Revise Item 105 of the Standard Specifications as follows:

Add the following:

**105-1.3** OFF-PEAK HOURS. "Phase 2 of the Construction Staging Plan require the temporary closure of Runway 2/20 and Runway 9/27, which are critical to Airport operations. Due to the significant operational impacts associated with these closures, all Contractor activities occurring during these runway shutdowns shall be completed expeditiously within the designated off-peak construction periods and within the allowable work durations. Outside of the specified work periods, at least one runways shall remain open to traffic. The permitted work windows and the allowed number of working days are defined in the Construction Plans.

"For this Off-Peak construction duration, the Contractor shall provide additional personnel and equipment, shall work extra time, and shall follow other procedures that may reasonably be expected to allow for the completion of the work specified in the Contractor Plans within the duration allowed. The cost of furnishing extra workers, extra equipment, longer workdays, and constructing and other measures necessary to complete the work, shall be included in the Item AR801024 – Off-Peak Work."

**BASIS OF PAYMENT**

Add:

**105-3.1** Add:

"Payment will be made under:

Item AR150520      Mobilization – per lump sum."

ITEM 150

RESIDENT ENGINEER FIELD OFFICE

Revise Item 150 of the Standard Specifications as follows:

**CONSTRUCTION METHODS**

**150-2.1** Add the following to the first Paragraph:

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

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

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

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

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

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

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

“O. One (1) 800-watt, 0.8 cubic foot microwave oven.”

“P. Two (2) 28-quart wastebaskets with 8-gallon trash bags.”

“Q. One (1) first aid cabinet - fully equipped.”

Add:

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

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

**METHOD OF MEASUREMENT**

**150-3.1 Revise this Section to read:**

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

**BASIS OF PAYMENT**

**150-4.1 Add:**

“Payment will be made under:

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

ITEM 150530

TRAFFIC MAINTENANCE

Add the following Section:

**DESCRIPTION**

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

A separate written Construction Safety and Phasing Plan (CSPP) has been prepared and approved by FAA in addition to the CSPP included in the Plans. The Contractor shall review the written CSPP in its entirety. Prior to the start of construction, the Contractor shall sign and submit a CSPP acknowledgment confirming that the written CSPP has been read, understood, and will be followed.

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

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

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

**150530-1.2 SECURITY**

At a minimum, the Contractor shall be responsible for maintaining security during construction activities in accordance with the following requirements:

**1. Work Zone Delineation**

The Contractor shall clearly and visibly delineate the construction area by installing barricades, flagging, or other approved methods around the entire work zone.

**2. Personnel Control**

The Contractor shall ensure that all construction personnel remain within the designated work area as defined by the installed barricades or flagging.

**3. Security Training and Awareness**

The Contractor shall ensure that all construction personnel are familiar with and comply with all applicable Airport security procedures, rules, and regulations.

**4. Vehicle Movement Restrictions**

The Contractor shall restrict the movement of construction vehicles to authorized construction areas only. Such restrictions shall be enforced through the use of flagging, barricades, temporary fencing, escorts, or other measures as appropriate, or as shown on the contract plans.

**5. Airport Security Compliance**

The Contractor shall maintain Airport security at all times in accordance with contract requirements and as directed by the Airport.

**6. Personnel Access Control**

The Contractor shall provide the Airport with a complete list of all personnel assigned to work on site and shall update the list as necessary. Access to the Air Operations Area (AOA) shall be limited to authorized personnel only.

The Contractor shall be responsible for monitoring the access gate during all work hours. The Contractor shall maintain checkpoint monitors at all active work points of access to the AOA for the duration of construction activities. If the Contractor elects to leave the gate open, the Contractor shall continuously staff and monitor the gate to prevent unauthorized entry.

**7. Gate Security**

The Contractor shall furnish and maintain a Contractor-owned padlock to secure the access gate used for construction entry. Upon entering and exiting the security gates, the Contractor shall close the security gate, or provide staffing to maintain security access during high construction traffic when the gates remain open.

**MATERIALS**

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

- FAA Advisory Circular 150/5320-2 (current issue), Operational Safety on Airports During Construction.
- Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2022 (SSRBC).
- Illinois Department of Transportation Supplemental Specifications and Recurring Special Provisions, adopted January 1, 2026.

**CONSTRUCTION METHODS**

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

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

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

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

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

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

#### METHOD OF MEASUREMENT

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

#### BASIS OF PAYMENT

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

AR150530 Traffic Maintenance – per lump sum.

ITEM 150540

HAUL ROUTE

DESCRIPTION

**150540-1.1** This item shall consist of furnishing and maintaining in good condition a haul route for heavy equipment at the two (2) locations and in accordance with the details shown in the Plans, or as directed by the Engineer. This item shall also include the Contractor's construction and restoration of any additional equipment paths within the Construction Limits determined by the Contractor to be necessary to complete the Project.

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

The Contractor will be responsible for maintaining existing haul routes in working condition and shall rehabilitate any damaged haul routes without additional cost to the contract.

MATERIALS

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

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

CONSTRUCTION METHODS

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

- a. Excavation. Temporary haul roads are shown schematically on the Plans and generally follow existing paths. The Contractor shall perform only such excavation, grading, or placement of aggregate as necessary to stabilize the haul roads to support construction traffic.

Within the Runway Safety Area (RSA), existing grades shall be maintained. No temporary embankments, depressions, or modification of existing grades within the RSA will be permitted. Outside the RSA, minor grading and build-up may be performed as required to construct a stable haul road.

- b. Filter Fabric. Fabric shall meet the requirements for separation fabric, described in Item 102 of the Standard Specifications, except the material shall not be measured and separate payment shall not be made.
- c. Fractured Stone. Stone shall be recycled bituminous millings, 1.5-inch broken concrete, IDOT CA-6 or d aggregate or other similar aggregate, shall be from an IDOT-approved aggregate source, and be acceptable to the Resident Engineer, except the material shall not be measured and separate payment shall not be made. If recycled bituminous millings are used, they must be removed full-depth at the end of the Project.

- d. Construction Traffic Control Signs. Signs shall be furnished and installed in accordance with the requirements of the applicable IDOT Standards for Traffic Control and Maintenance. The signs shall be visible whenever the Contractor, subcontractor or supplier is at the Project site. Legends for the signs shall be approved by the Resident Engineer prior to their use. These signs shall not be measured for payment but shall be included in the Contract unit price for the haul route.

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

#### METHOD OF MEASUREMENT

150540-4.1 The quantity for Haul Route shall Haul Route shall be measured as a Lump Sum item. No separate measurements will be made for inspection, maintenance, restoration, or removal activities described above.

#### BASIS OF PAYMENT

150540-5.1 Add:

“Payment will be made under:

“Item AR150540      Haul Route - per lump sum.”

**ITEM 800986**

**PAVEMENT SWEEPING**

Add this Section:

**DESCRIPTION**

800986-1.1 This work shall consist of sweeping all runway, taxiway, apron, auto-parking, and access-road pavements included in the Project to maintain clean and safe pavement surfaces throughout construction. Sweeping shall be performed as required to support construction operations, including, but not limited to: (1) after completion of all surface preparation associated with pavement joint cleaning, resurfacing, and resealing; (2) following partial-depth and full-depth concrete panel replacement; and (3) prior to and after pavement marking operations. Sweeping shall also be performed as necessary to maintain acceptable pavement surface conditions and whenever directed by the Resident Engineer. At no point shall loose debris remain on-site due to foreign debris object (FOD) hazards to active aircraft.

**EQUIPMENT**

800986-2.1 EQUIPMENT. Pavement sweeping shall be performed using a mid-sized, dustless, high-efficiency vacuum street sweeper system, mounted on a maneuverable cab-over standard truck chassis. The vacuum and filtration system shall be effective in both wet- and dry-conditions.

**CONSTRUCTION METHODS**

800986-3.1 The Contractor shall sweep all runway, taxiway, apron, auto-parking, and access-road pavements included in the work. Sweeping shall continue until the pavement surfaces are clean and suitable for the next work operation, and to the satisfaction of the Resident Engineer.

**METHOD OF MEASUREMENT**

800986-4.1 Pavement sweeping required under this item will be measured for payment on a lump sum basis, regardless of the number of trips and/or days or number of sweepings required to complete and accept Pavement Sweeping.

**BASIS OF PAYMENT**

800986-5.1 Pavement Sweeping will be paid for at the Contract lump sum price for pavement sweeping. This unit price shall be full compensation for furnishing all labor, materials, tools, equipment and incidentals, including vacuum filters and dust control water, as necessary to complete the item as specified.

Payment will be made under:

Item AR800986 Pavement Sweeping – per lump sum.

ITEM 8011024

OFF-PEAK WORK

Add this Section:

**DESCRIPTION**

**801024-1.1** This item shall consist of furnishing work during the off-peak hours required in the Plans. The work in this item shall be limited to the Contractor's direct costs of furnishing additional personnel and equipment to support the work during the compressed work schedule and off peak (nighttime) work hours that are bid as a component of the Construction Safety and Phasing Plan (CSPP).

**CONSTRUCTION METHODS**

**801024-2.1 ALLOWED WORK PERIOD.** In accordance with the CSPP, Phase 2 work shall only be performed between the hours of 8:00 pm and 6:00 am local time. Work shall cease, the pavement shall be cleaned, and all personnel, equipment, and materials shall be removed from the movement area by 6:00 a.m. so that all affected pavement sections may safely reopen to traffic. All sweeping, housekeeping, securing of materials, and restoration of traffic control devices required to return the airfield to operational status shall be completed within this work window. No overruns of the allowed work period will be permitted.

**801024-2.2 WORK TO BE FURNISHED.** During all Off-Peak Work periods, the Contractor shall furnish all labor, equipment, materials, lighting, and traffic control necessary to safely perform, support, and inspect nighttime construction activities. Supplemental work-area lighting shall be provided and operated to ensure safe work-zone visibility, adequate illumination for the Engineer and Airport personnel, and compliance with the CSPP.

All Off-Peak Work activities shall be performed in accordance with FAA AC 150/5320-2 (latest edition), applicable Airport rules and procedures, and all local, state, and federal safety regulations.

The Contractor shall prepare and implement a detailed Off-Peak Work Plan addressing the following at a minimum:

1. Night Work Zone Traffic Control
2. Lighting and Illumination Requirements, including consideration of NCHRP Illumination Guidelines for Nighttime Highway Work
3. Worker Safety and Training, including high-visibility apparel, night-work practices, and all training requirements identified in the CSPP

At all times, the Contractor shall be responsible for compliance with all required nightwork safety procedures, worker training, and site-specific safety requirements.

The Contractor shall restore the use of all airfield pavement to an acceptable, operational status at the end of each worknight. Temporary lighting and other equipment that is used to support nighttime activities shall be relocated to the Contractor Staging Area shown in the Plans.

#### METHOD OF MEASUREMENT

801024-3.1 Off-Peak Work will be measured as one lump sum. The lump sum price shall include all additional labor, equipment, materials, lighting, and other resources required to perform the Work during the allowed Off-Peak Work periods, as well as all extra effort necessary to complete the work within the restricted time windows. No separate measurements will be made for any temporary or additional items furnished to support nighttime operations

#### BASIS OF PAYMENT

801024-4.1 This payment shall constitute full compensation for all additional labor, equipment, lighting, materials, inefficiencies, and other incidentals required to perform work within the restricted nighttime work windows.

Payment will be made under:

Item AR801024 Off-Peak Work – per lump sum.

**PART 3**

**SITWORK**

**ITEM 101**

**PREPARATION/REMOVAL OF EXISTING PAVEMENTS**

Revise Item 101 of the Standard Specifications as follows:

Revise Section 101-1.1 to read:

This item shall consist of preparation and removal of existing concrete pavement. A portion of the work includes removal of bituminous overlay on existing concrete pavement. The work shall be accomplished in accordance with the plans. All pavement to be removed shall be approved in the field with the Resident Engineer.

**CONSTRUCTION**

**101-3.1 REMOVAL OF EXISTING PAVEMENT.**

a. Concrete pavement removal. Add to this section.

“PCC spalling determined to have cracking less than half the existing slab depth shall be partial depth removal and repairs. Spalls greater than half the depth of the existing slab shall be full depth removal and repair. Sawcut around the damaged area as detailed to the dimensions detailed in the plans. Remove loose material with high pressure water jets and high compressed air to clean the area prior to installing PCC Spall Repair.

b. ASPHALT PAVEMENT REMOVAL. Delete and revise to:

“Bituminous overlay removal on existing concrete pavement shall be included as incidental to the existing concrete removal.”

**101-3.2 Revise this Section:**

**PREPARATION OF JOINTS.** For pavement removals along existing joints, joints shall be removed and replaced as detailed in the plans. For all other joints along the Runway, existing sealant shall conform to Sections 101-3.8, 101-3.9, and 101-3.10 prior to resealing.

**101-3.3 Delete this section.**

**101-3.4 Revise this section to read:**

**CONCRETE SPALL AND PAVEMENT DISTRESS REPAIR.**

Concrete spalls and other pavement distresses shown on the plans or identified by the Resident Engineer shall be repaired by partial-depth removal and replacement of Portland Cement Concrete pavement. Pavement removal shall be performed in accordance with Item 101-3.1, Removal of Existing Pavement. Replacement pavement shall be constructed in accordance with Item 501, Cement Concrete Pavement. Asphalt repair of concrete pavement is not permitted.

101-3.5 Delete this section.

101-3.6 Delete this section.

101-3.12 Delete this section.

101-3.13 Delete this section.

101-3.14 Delete this section

101-3.15 Delete this section.

101-3.16 Delete this section.

#### METHOD OF MEASUREMENT

101-4.1 Add to this section:

“No separate measurement or payment shall be made for the sawcutting and removal of dowel bars, tie bars, and/or other existing concrete reinforcement. Existing bituminous overlay on existing concrete pavement removal shall not be measured separately but incidental to Remove PCC Pavement.

Partial depth concrete to be removed for spall repairs shall be measured and included under item AR501922 – PCC Spall Repair.

101-4.3 Delete this section.

101-4.4 Delete this section.

101-4.5 Revise this section to read:

**CONCRETE SPALL AND OTHER DISTRESS REPAIR.** Concrete spalls and distresses identified on the plans shall be repaired by full-depth removal and replacement of Portland cement concrete pavement. Spall repair shall not be measured as a separate item but shall be measured by square yard as outlined in Section 101-4.1, Pavement Removal and 501, Cement Concrete Pavement.

101-4.6 Delete this section.

101-4.7 Delete this section.

#### BASIS OF PAYMENT

101-5.1 Add the following:

“Payment will be made under:

Item AR501900 Remove PCC Pavement – per square yard.

ITEM 152

EXCAVATION, SUBGRADE, AND EMBANKMENT

Revise Item 152 of the Standard Specifications as follows:

**152-1.1 GENERAL.** Add the following:

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

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

“Work under this item shall include the following:

- Clearing and removal of surface irregularities.
- Topsoil stripping a surface-irregularity and temporary stockpiling of this material for re-distribution along the runway edge; paid under Item AR152410, Unclassified Excavation. Re-distribution of topsoil is to be paid separately under Item AR905530, Topsoiling.
- The cost of excavation, backfill, dewatering, and restoration of existing aggregate and subgrade (if undercut is required). Aggregate and subgrade removal shall be included under Item AR152410, Unclassified Excavation. Replacement of aggregate shall be measured and paid for under Item AR209606 – Crushed Aggregate Base Course and AR208515 – Porous Granular Embankment (as directed by the Resident Engineer).
- Clearing and removal of existing vegetation, existing aggregate, and other unsuitable material to be disposed of off-site with approval of the Airport.

**152-1.3 CLASSIFICATION.**

Delete the second, third and fourth paragraphs.

Add the following:

“Earthwork cut as required in the Plans or undercuts determined in the field, may result in excess suitable and unsuitable/unstable material that cannot be incorporated into the work as fill material when reconstructing to the existing grades. All excess material shall be loaded and hauled off-site. The Contractor shall provide all materials testing and suitability documentation as required by State law for the disposal of construction debris. All uncontaminated soil or CCDD disposed of off-site shall meet the Illinois Environmental Protection Act, as amended by Public Act 096-1416 that was signed in to law on July 30, 2010, Public Act 097-0137 that was signed in to law on July 14, 2011, and all applicable amendments of the Illinois Environmental Protection Act. Loading, haul, and disposal of excess material to the off-site location shall not be paid for separately but shall be included in the Contract unit price for the Unclassified Excavation. ”

“Unsuitable/unstable material such as broken pavement or excavated aggregate under PCC pavement removals, and produced from excavation or other project work, shall not be used in the Work. Unsuitable/unstable material identified by the Resident Engineer for removal shall be hauled from the Work Area and disposed of off-site at a legally permitted facility in accordance meet the Illinois Environmental Protection Act, as amended by Public Act 096-1416 that was signed in to law on July 30, 2010, Public Act 097-0137 that was signed in to law on July 14, 2011, and all applicable amendments of the Illinois Environmental Protection Act. The Contractor shall provide all materials testing and suitability documentation as required by State law for the disposal of construction debris. Loading, haul, testing and disposal of the excess material to the off-site disposal site shall not be paid for separately but shall be included in the unit price for Unclassified Excavation. Costs for any and all additional testing, sampling, laboratory analysis or any other document that is required by the recipient of the material (disposal site) to establish that material is uncontaminated, shall be borne by the Contractor at no additional expense to the Owner.

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

#### EQUIPMENT AND MATERIALS

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

“152-2.1 GEOTEXTILE FABRIC FOR FILTRATION, SEPARATION AND SOIL STABILIZATION.

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

“Mechanical Properties	Test Method	Unit	Minimum Average Roll Value
Tensile Strength (at Ultimate)	ASTM D4595	lbs/ft	4800 (MD)/4800 (CD)
Tensile Strength (at 2% Strain)	ASTM D4595	lbs/ft	960 (MD)/1320 (CD)
Tensile Strength (at 5% Strain)	ASTM D4595	lbs/ft	2400 (MD)/2700 (CD)
Flow Rate	ASTM D4491	gal/min/ft <sup>2</sup>	30
Permittivity	ASTM D4491	sec <sup>-1</sup>	.40
Apparent Opening Size (AOS)	ASTM D4751	U.S. Sieve	30
Pore Size O <sub>95</sub>	ASTM D6767	microns	465
Pore Size O <sub>50</sub>	ASTM D6767	microns	632
Factory Sewn Seam	ASTM D4884	lbs/ft	3000
UV Resistance (at 500 Hours)	ASTM D4355	% Strength Retained	80

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

#### CONSTRUCTION METHODS

**152-3.1 GENERAL.** Add the following:

“The Contractor will proof-roll the subgrade when required by the Resident Engineer, and as directed by the Resident Engineer. The Resident Engineer must witness, document and approve all proof rolling and subgrade preparation before placement of fill or pavement. The cost for this proofing will not be paid for separately but shall be included in the cost for “Unclassified Excavation”.

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

**152-3.2 EXCAVATION.** Add the following:

“All excess material shall be loaded and hauled to an on-site location directed by the Resident Engineer and Airport Owner. If the Contractor elects to haul excess material off-site, the Contractor shall provide for all materials testing and suitability documentation as required by State law for the disposal of construction debris. Loading, haul, and disposal of excess material to the off-site location shall not be paid for separately but shall be included in the Contract unit price for “Unclassified Excavation”.

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

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

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

Add:

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

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

#### METHOD OF MEASUREMENT

**152-4.1** Add the following:

“The earthwork quantities shown on the Plans are provided solely for constructability and general reference. This project does not include planned grading or proposed elevations. Unclassified Excavation shall be measured by the cubic yard and includes aggregate removal, excavated material from undercuts, and handling of on-site materials as required to complete pavement removal and replacement.

Topsoil stripping is not a planned operation for this project. However, topsoil quantities are included to account for incidental disturbance of turf or shoulder areas adjacent to pavement edges during construction. The Contractor shall restore any topsoil or turf areas disturbed as part of the work. Such restoration shall be considered incidental to the Unclassified Excavation and Topsoiling items, as applicable.

Unclassified Excavation also includes removal and hauling of suitable or unsuitable material, aggregate removal, dust control watering, soil stabilization/geotechnical fabric, and maintaining an on-site stockpile location. No additional measurement or payment will be made for material testing or hauling material off-site; such costs shall be included in the Contract. Any additional Clean Construction or Demolition Debris (CCDD) testing or investigation that may be required shall not be paid for separately but shall be included in the respective item's unit bid price.

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

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

#### BASIS OF PAYMENT

152-5.1 Add the following:

"Payment will be made under:

"Item AR152410	Unclassified Excavation – per cubic yard.
Item AR152540	Soil Stabilization Fabric – per square yard."

**PART 4**

**BASE COURSES**

**ITEM 208515**  
**POROUS GRANULAR EMBANKMENT**

Revise Item 208 of the Standard Specifications as follows:

**“DESCRIPTION**

**208515-1.1** This item shall consist of furnishing, placing, shaping and compacting crushed stone (CA-1), with a CA-6 capping layer over separation fabric, for use in soil stabilization for the existing subgrade. The material is to be placed to the lines and grades as shown on the Plans and as directed by the Resident Engineer. Excavation of the soils replaced by the coarse aggregate shall be paid for at the Contract unit price for Unclassified Excavation.

**MATERIALS**

**208515-2.1 LARGE COARSE AGGREGATE.** The porous granular embankment material shall consist of large coarse aggregate conforming to the requirements of Article 1004.01 of the IDOT Standard Specifications for Road and Bridge Construction (SSRBC), latest edition. The material shall be clean, durable, and free from clay, silt, shale, organic matter, or other deleterious substances.

The granular material, if approved by the Engineer, may be produced by blending aggregates from more than one source, provided the method of blending results in a uniform product. The components of a blend may not be of the same kind of material. The source of material shall not be changed during the progress of the Work without written permission of the Engineer. Where a natural aggregate is deficient in fines, the material added to make up deficiencies shall be a material approved by the Engineer.

The following materials are acceptable for use as coarse aggregate:

- a) **PIT RUN GRAVEL OR GRAVEL.** Pit run gravel or gravel shall consist of natural aggregate meeting the requirements of Article 1004.01.
- b) **CRUSHED STONE.** Crushed stone shall consist of the angular fragments obtained by mechanical crushing of sound, durable bedrock. The crushed stone shall be clean and uniformly graded.
- c) **CRUSHED GRAVEL.** Crushed gravel shall be the angular fragments resulting from mechanical crushing of natural gravel. The crushed gravel shall be clean, uniformly graded, and durable.
- d) **NOVACULITE, CRUSHED CONCRETE, OR CRUSHED SANDSTONE.** Novaculite, crushed concrete, or crushed sandstone shall meet the requirements of Article 1004.01 and shall be free from deleterious materials.

208515-2.2 QUALITY. The coarse aggregate shall be Class B or better.

**Class B Requirements**

<b><u>Quality Test</u></b>	<b><u>Class B</u></b>
Na <sub>2</sub> SO <sub>4</sub> Soundness, 5 Cycle Illinois Modified AASHTO T 104, % Loss max.	15
Los Angeles Abrasion, Illinois Modified AASHTO T 96, % Loss max.	40
<b><u>Deleterious Materials*</u></b>	
Shale, % max.	2.0
Clay Lumps, % max.	0.5
Coal & Lignite, % max.	-
Soft & Unsound Fragments, % max.	6.0
Other Deleterious, % max.	2.2
Total Deleterious, % max.	6.0

\*Test shall be run according to ITP 203

208515-2.3 GRADATION REQUIREMENTS. The coarse aggregate gradation shall be CA-1.

**CA1 Gradation Requirements**

<b><u>Sieve Size (U.S.)</u></b>	<b><u>Sieve Size (Metric)</u></b>	<b><u>Percent Passing</u></b>
3 in	75 mm	100
2 ½ in.	63 mm	95 ± 5
2 in.	50 mm	60 ± 15
1 ½ in.	37.5 mm	15 ± 15
1 in.	25 mm	3 ± 3

208515-2.4 PLASTICITY. All material shall have a plasticity ratio of 0 to 6 percent. The plasticity index requirement for crushed gravel and crushed stone may be waived if the ratio of the percent passing the No. 200 sieve to that passing the No. 40 sieve is 0.60 or less.

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

208515-2.5 CAPPING AGGREGATE. The crushed coarse aggregate for capping shall meet the requirements of IDOT CA-6.

#### **CA6 Gradation Requirements**

<b>Sieve Size (U.S.)</b>	<b>Sieve Size (Metric)</b>	<b>Percent Passing</b>
1 ½ in.	37.5 mm	100
1 in.	25 mm	95 ± 5
½ in.	12.5 mm	75 ± 15
No. 4	4.75 mm	43 ± 13
No. 16	1.18 mm	25 ± 15
No. 200	75 µm	8 ± 4

208515-2.6 SEPARATION FABRIC. Separation fabric shall meet the requirements of Item 152.

208515-2.7 EQUIPMENT. All equipment necessary for the proper construction of this Work shall be on the Project, in first-class working condition, and approved by the Resident Engineer before construction is permitted to start. Equipment available shall meet the requirements of SSRBC, Article 206.03, Granular Embankment, Special.

#### **CONSTRUCTION METHODS**

208515-3.1 GENERAL. All work involved in clearing and stripping of quarries and pits, including the handling of unsuitable material, shall be performed by the Contractor at their own expense. The aggregate material shall be obtained from approved sources. The material shall be handled in a manner that shall secure a uniform and satisfactory product.

208515-3.2 PREPARING UNDERLYING COURSE. The underlying subgrade shall be checked and accepted by the Resident Engineer before placement of the porous granular embankment (PGE). Where geotextile fabric is shown, it shall be placed and secured in accordance with the Plans and Item 152 prior to placing PGE. The fabric shall be wrapped over all vertical faces of the undercut limits to prevent siltation of the PGE aggregates. Soft, yielding, or unstable subgrade areas—whether due to drainage conditions, hauling, or other causes—shall be corrected before PGE placement. The Contractor shall prevent contamination of the subgrade and geotextile with fines or mud at all times. Any standing water shall be removed prior to placing PGE.

208515-3.3 PLACEMENT. The depositing and spreading of the material shall commence where designated and shall progress without breaks. The material shall be deposited and spread in lanes in a uniform layer and without segregation of size to such loose depth that, when compacted, the layer shall have the required thickness. The aggregate shall be spread by spreader boxes or other approved devices or methods that shall spread the aggregate in the required amount to avoid or minimize the need for re-handling the material and to prevent the rutting of the underlying subgrade. Hauling over the un-compacted material shall not be permitted.

The coarse aggregate material shall be placed on the underlying subgrade in loose lifts of up to 10-inches, and to the thickness detailed in the Construction Plans. The aggregate, as spread, shall be of uniform gradation with no segregation or pockets of fine or coarse

materials. No material shall be placed in snow or on a soft, muddy, or frozen underlying course. When more than one layer is required, the construction procedure described herein shall apply similarly to each layer.

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

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

**208515-3.4 FINISHING AND COMPACTING.** After spreading, the aggregate shall be thoroughly compacted by rolling. The rolling shall progress gradually from the sides to the center of the lane under construction, or from one side toward previously placed material by lapping uniformly each preceding rear wheel track by one-half the width of such track. Rolling shall continue until the stone is thoroughly set, the interstices of the material reduced to a minimum, and creeping of the stone ahead of the roller is no longer visible. Rolling shall continue until the material has been compacted to the satisfaction of the Resident Engineer. Blading and rolling shall be done alternately, as required or directed, to obtain smooth, even and uniformly compacted backfill.

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

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

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

**208515-3.5 CA-6 CAP.** After completion of the CA-1 layer, a cap of IDOT CA-6 crushed aggregate shall be placed over the large aggregate, to the thickness detailed in the Construction Plans. Compaction of the capping layer shall be made to the satisfaction of the Resident Engineer. The capping layer shall be placed to the surface smoothness tolerances and elevation tolerances specified in Item 152.

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

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

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

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

#### METHOD OF MEASUREMENT

208515-4.1 The Porous Granular Embankment to be paid for shall be measured in place and the volume computed in cubic yards for crushed aggregate material placed and accepted, and shall be determined from the dimensions given on the Plans or dimensions ordered by the Resident Engineer. Separate measurement for separation fabric shall not be made, and the cost for furnishing and installing the fabric shall be incidental to Porous Granular Embankment. Excavation for material placement will be measured for pavement under Item 152.

#### BASIS OF PAYMENT

208-5.1 Payment will be made at the Contract unit price per cubic yard for Porous Granular Embankment. This price shall be full compensation for furnishing all materials and for the preparation, hauling, and placing of these materials, and for all labor, equipment, tools and incidentals necessary to complete the item.

Payment will be made under:

Item AR208515 Porous Granular Embankment - per cubic yard."

ITEM 209  
CRUSHED AGGREGATE BASE COURSE

Revise Item 209 of the Standard Specifications as follows:

**DESCRIPTION**

**209-1.1** Add the following:

“This item includes the removal of the existing aggregate base as specified in the plans. The existing aggregate removal shall be measured and paid per square yard, and shall not be measured and paid separately for the variations in existing depth.”

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

**CONSTRUCTION METHODS**

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

“For the purpose of compaction control testing, this item is to be constructed for aircraft weighing more than 60,000 pounds (Modified Proctor).”

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

“For purposes of this grade check, the Contractor shall furnish grade elevations for the crushed aggregate base course to the Project Engineer for review, as specified under Section 50-06 (Responsibility of the Contractor Paragraph G). For Phase 2 work, the survey can be deleted and the grades can be checked visually by the Resident Engineer, except when the particular dimensions involved are too great for a visual check.”

**209-3.9** **ACCEPTANCE SAMPLING AND TESTING.** Revise the second paragraph of Article 209-3.9.a. to read:

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 D1557 for areas designated for aircraft with 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 D6938 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 the following:

Payment will be made under:

Item AR209604	Crushed Agg. Base Course-4" - per square yard.
Item AR209606	Crushed Agg. Base Course-6" - per square yard.
Item AR209655	Aggregate Base Removal - per square yard.

**PART 7**

**RIGID PAVEMENT**

**ITEM 501**  
**CEMENT CONCRETE PAVEMENT**

Revise Item 501 of the Standard Specifications as follows:

**501-1.1**

Add:

This work shall include the removal and repair of spalled edges and pavement surface as shown in the plans or as directed in the field by the Resident Engineer.

**MATERIALS**

**501-2.4 CEMENT.** Add the following:

“Cement for night work in Phase 2 shall be a high-early-strength material capable of providing the required early-age and ultimate strengths without the field addition of cement-accelerating admixtures. The cement manufacturer shall provide technical assistance regarding mixture design, batching, and handling as needed to achieve the specified strength performance.

Add:

PCC SPALL EPOXY RESIN. Epoxy-Resin mortar shall be a two-component material conforming to the requirements of ASTM C881, Type III.

**501-2.12** Material for Curing Concrete – curing material shall be a liquid membrane curing compound.

Add:

**501-2.14** PCC SPALL EPOXY RESIN. Epoxy-Resin mortar shall be a two-component material conforming to the requirements of ASTM C881, Type III.

**CONCRETE MIX**

**501-3.2** CONCRETE MIX PROPORTIONS. Add the following:

“Mix proportions shall be designed to accommodate for aircraft gross weights greater than 60,000 pounds. The mix designs and test batch shall include an additional mix to establish the early-age strength gain necessary to support early opening of the pavement in Phase 2. Prior to opening the pavement to construction traffic or placing equipment on adjoining slabs, the concrete shall attain a minimum early-age strength of 650 psi flexural strength when tested in accordance with AASHTO T 97 within 8-hours or less.

The Contractor shall cast sufficient field-cured early-age specimens during production to verify that the pavement has attained the required early-opening strength. These early-age strengths are in addition to, and do not replace, the 28-day mix design strength requirements specified herein.”

CONSTRUCTION METHODS

501-4.1 TEST BATCH. Add the following:

“Test Batch shall include 2 separate mixes for PCC Pavement and PCC High-Early-Concrete Pavement, and shall include the required testing procedures for both mixes.

“b. Preparation of Mix

(3) Additional Beams shall be made for testing at 1-hour, 2-hour, 4-hour, 8-hour, and 24-hours for high-early concrete mix.

(6) Additional Beams shall be tested at 1-hour, 2-hour, 4-hour, 8-hour, and 24-hours for high-early concrete mix. The flexural strength shall be 750 pounds per square inch per AASHTO T 97 at 8-hours. The 28-day mix strength shall be 750 pounds per square inch.

501-4.2 f. Finishing Equipment. Add the following:

“Forms will only be required for slab replacements at the edge of pavement where side forms are needed. Wood forms shall not be permitted.”

501-4.8 CONCRETE PLACEMENT. Add the following:

“For high-early concrete mix, early-age opening of pavement and the operation of equipment on adjoining slabs shall not occur until the concrete has achieved the minimum early-age strength specified in Section 501-3.2.”

501-4.20 Opening to construction Traffic. Add the following:

High-early concrete placed in Phase 2 may be opened to traffic after flexural strength has been reached as specified in section 501-3.2.

501-4.21

e. Spalls along joints. Add:

(4) Spalls along joints of existing slabs, edges of existing slabs, and along parallel cracks used as replacement joints, shall be repaired by first making a vertical saw cut at least 2 inches (25mm) outside the spalled area and to a depth of at least 2 inches (50 mm). Saw cuts shall be straight lines forming rectangular areas. The concrete between the saw cut and the joint shall be chipped out to remove all unsound concrete and at least 1/2 inch (12 mm) of visually sound concrete. The cavity thus formed shall be thoroughly cleaned with high pressure water jets supplemented with compressed air to remove all loose material. Immediately before filling the cavity, a prime coat of epoxy resin, Type III, Grade I, shall be applied to the dry cleaned surface of all sides and bottom of the cavity, except any joint face. The prime coat shall be applied in a thin coating and scrubbed into the surface with a stiff

bristle brush, pooling of epoxy resin shall be avoided. The cavity shall be filled with a Grade III epoxy resin. Epoxy resin mortars shall be made with Type III, Grade I, epoxy resin, using proportions and mixing and placing procedures as recommended by the manufacturer and approved by the Engineer. The epoxy resin materials shall be placed in the cavity in layers not over 2 inches (50 mm) thick. The time interval between placement of additional layers shall be such that the temperature of the epoxy resin material does not exceed 140° F (60° C) at any time during hardening. Any repair material on the surrounding surfaces of the existing concrete shall be removed before it hardens. Where the spalled area abuts a joint, an insert or other bond-breaking medium shall be used to prevent bond at the joint face. A reservoir for the joint sealant shall be sawed to the dimensions required for other joints, or as required to be routed for cracks. The reservoir shall be thoroughly cleaned and sealed with the sealer specified for the joints. If any spall penetrates half the depth of the slab or more, the entire slab shall be removed and replaced as previously specified.

#### MATERIAL ACCEPTANCE

501-6.5 Acceptance Sampling and testing – add the following:

(2) Test. Specimens. Additional Beams shall be made for testing at 1-hour, 2-hour, 4-hour, 8-hour, and 24-hours for high-early concrete mix. The flexural strength shall be 650 pounds per square inch per AASHTO T 97 at 8-hours. The 28-day mix strength shall be 650 pounds per square inch.

#### MEATHOD OF MEASUREMENT

Add:

501-7.3 PCC Test Batch shall be measured as one (1) total test of both mix requirements for concrete and high-early-concrete mixes and shall not be measured and paid for separately.

501-7.4 PCC spall repair shall be measured as the number of square feet of spall repair performed in place, completed and accepted by the Resident Engineer. Only existing spalls designated by the engineer for repair shall be measured. Any edge spall that has been caused by the contractor's operation and subsequently repaired shall not be measured for payment. Sealing joints along spalls shall not be measured for payment but shall be considered incidental to the spall.

#### BASIS OF PAYMENT

501-8.1 Add the following:

“Payment will be made under:

Item AR501505 PCC Pavement – 5” – per square yard.  
Item AR501510 PCC Pavement – 10” – per square yard.  
Item AR501530 PCC Test Batch – per each.  
Item AR501922 PCC Spall Repair – per square foot.  
Item AR801025 10” PCC Pavement – High Early Mix – per square yard.

**PART 9**

**MISCELLANEOUS**

**ITEM 605**

**JOINT SEALANTS FOR PAVEMENTS**

Revise Item 605 of the Standard Specifications as follows:

**BASIS OF PAYMENT**

605-5.1 Add the following:

Payment will be made under:

Item AR605540 Clean and Seal Joints - per linear foot.

ITEM 610  
CONCRETE FOR MISCELLANEOUS STRUCTURES

Revise Item 610 of the Standard Specifications as follows:

**CONSTRUCTION METHODS**

**610-3.12 CURING AND PROTECTION.** Add the following:

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

**METHOD OF MEASUREMENT**

**610-5.1** Replace this paragraph with the following:

“Concrete for miscellaneous structures will be measured as one lump sum. The lump sum price shall include all removal and replacement of concrete associated with threshold lights shown on the Plans.”

**BASIS OF PAYMENT**

**610-6.1** Replace this paragraph with the following:

“This payment shall constitute full compensation for all additional labor, equipment, materials, inefficiencies, and other incidentals required to perform work specified in this Item.

Payment will be made under:

Item AR801026 REPLACE PCC & CANS IN THREHOLD LIGHT TRENCH – per lump sum.

**ITEM 620**  
**RUNWAY AND TAXIWAY MARKING**

**DESCRIPTION**

620-1.1 Add the following:

“This item shall also include marking removal, as specified herein.”

**MATERIALS**

620-2.3 PAINT. Add the following:

“Pavement markings as detailed in the Plans shall use epoxy pavement marking material in accordance with Item 620 for all white and yellow runway markings. Black border markings shall be applied using Waterborne Type III (thicker, durable coating) paint in accordance with Item 620.”

620-2.4 REFLECTIVE MEDIA. Add the following:

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

**CONSTRUCTION METHODS**

620-3.3 PREPARATION OF SURFACES. Replace part b. with the following:

c. PREPARATION OF PAVEMENT TO REMOVE EXISTING MARKINGS. Existing markings, regardless of type of paint, shall be removed at the locations shown in the Plans and as directed by the Resident Engineer. All markings to be removed shall be confirmed with the Resident Engineer prior to their removal. Only high-pressure or ultra-high-pressure water blasting shall be used. Sand blasting, shot blasting, or surface grinding shall NOT be permitted on any pavements in this Project. Removal methods shall also adhere to the recommendations of Chapter 5 of Airfield Marking Handbook, Report IPRF 01-G-002-05-1, Innovative Pavement Research Foundation, September 2008. After removal of markings on asphalt pavements, apply a fog seal or seal coat to ‘block out’ the removal area to eliminate ‘ghost’ markings.”

620-3.5 APPLICATION. Revise the first paragraph as follows:

“Permanent pavement markings shall be applied only after the pavement surface has cured sufficiently to accept the marking material without loss of adhesion or durability, in accordance with the marking material manufacturer’s recommendations and as approved by the Resident Engineer. Marking materials may be applied prior to 30 days after pavement placement and may be applied in multiple applications, provided manufacturer requirements are met. Paint shall not be applied until the layout and condition of the surface have been approved by the Resident Engineer.”

620-3.8 RETRO-REFLECTANCE. Add the following:

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

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BASIS OF PAYMENT

620-5.1 Add the following:

Payment will be made under:

Item AR620525	Pavement Marking – Black Border - per square foot.
Item AR620530	Pavement Marking – epoxy – per square foot.
Item AR620900	Pavement Marking Removal – per square foot.

ITEM 621  
SAW-CUT GROOVES

Revise Item 621 of the Standard Specifications as follows:

**CONSTRUCTION METHODS**

**621-2.1 PROCEDURES.** Add the following:

“Where matching existing grooving is required, strict conformance to the standard groove targets may be adjusted as approved by the Engineer to maintain continuity; however, workmanship and functional intent of the standard grooving requirements shall be maintained.”

**621-2.5 NEW PAVEMENTS.** Replace with the following:

“New cement concrete pavements shall be allowed to cure sufficiently prior to grooving to prevent closing of grooves under normal use and to prevent spalling, tearing, or raveling of groove edges. Grooving may be performed once the pavement has attained adequate strength and stability, as determined by the Engineer. All grade corrections shall be completed prior to grooving.

**ACCEPTANCE**

**621-3.1 ACCEPTANCE TESTING.** Replace with the following:

“Groove acceptance shall be to the satisfaction of the Resident Engineer based on measurements taken on three (3) randomly selected replaced PCC pavement panels.”

**BASIS OF PAYMENT**

**621-5.1** Add the following:

“Payment will be made under:

Item AR501540      PCC Pavement Grooving - per square foot.

ITEM 801026  
REPLACE PCC & CANS IN THRESHOLD LIGHT TRENCH

Add this Section:

**DESCRIPTION**

**801026-1.1** This item shall consist of removing and replacing the concrete around the existing in-pavement runway threshold lights. The concrete removal and replacement includes the light bases and the concrete threshold blockout trench surrounding the light bases. The work shall also include replacement of the light cans and new conduit connection to the existing threshold conduits. The existing light components shall be saved and reused.

**CONSTRUCTION METHODS**

**801024-2.1 ALLOWED WORK PERIOD.** In accordance with the CSPP, Phase 2 work shall only be performed between the hours of 8:00 pm and 6:00 am local time. Work shall cease, the pavement shall be cleaned, and all personnel, equipment, and materials shall be removed from the movement area by 6:00 a.m. so that all affected pavement sections may safely reopen to traffic. All sweeping, housekeeping, securing of materials, and restoration of traffic control devices required to return the airfield to operational status shall be completed within this work window. No overruns of the allowed work period will be permitted.

**801024-2.2 WORK TO BE FURNISHED.** During all Off-Peak Work periods, the Contractor shall furnish all labor, equipment, materials, lighting, and traffic control necessary to safely perform, support, and inspect nighttime construction activities. Supplemental work-area lighting shall be provided and operated to ensure safe work-zone visibility, adequate illumination for the Engineer and Airport personnel, and compliance with the CSPP.

All Off-Peak Work activities shall be performed in accordance with FAA AC 150/5320-2 (latest edition), applicable Airport rules and procedures, and all local, state, and federal safety regulations.

The Contractor shall prepare and implement a detailed Off-Peak Work Plan addressing the following at a minimum:

1. Night Work Zone Traffic Control
2. Lighting and Illumination Requirements, including consideration of NCHRP Illumination Guidelines for Nighttime Highway Work
3. Worker Safety and Training, including high-visibility apparel, night-work practices, and all training requirements identified in the CSPP

At all times, the Contractor shall be responsible for compliance with all required nightwork safety procedures, worker training, and site-specific safety requirements.

The Contractor shall restore the use of all airfield pavement to an acceptable, operational status at the end of each worknight. Temporary lighting and other equipment that is used to support nighttime activities shall be relocated to the Contractor Staging Area shown in the Plans.

**METHOD OF MEASUREMENT**

801024-3.1 Off-Peak Work will be measured as one lump sum. The lump sum price shall include all additional labor, equipment, materials, lighting, and other resources required to perform the Work during the allowed Off-Peak Work periods, as well as all extra effort necessary to complete the work within the restricted time windows. No separate measurements will be made for any temporary or additional items furnished to support nighttime operations

#### BASIS OF PAYMENT

801024-4.1 This payment shall constitute full compensation for all additional labor, equipment, lighting, materials, inefficiencies, and other incidentals required to perform work within the restricted nighttime work windows.

Payment will be made under:

Item AR801024 Off-Peak Work – per lump sum.

**PART 12**

**TURFING**

**ITEM 901**

**SEEDING**

Revise Item 901 of the Standard Specifications as follows:

**MATERIALS**

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

"Common Name	Minimum Amount of Pure Live Seed per Acre
Falcon IV Tall Fescue	75 Pounds
Renegade DT Tall Fescue	75 Pounds
Tribute II Tall Fescue	75 Pounds
Gulf Annual Ryegrass	25 Pounds
Total	250 Pounds per Acre"

Delete the fourth Paragraph.

Add the following:

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

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

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

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

901-2.2 Replace the second sentence of the last Paragraph with:

"The pH level of the soil must be between 5.5 and 6.5 for the application of lime to be eliminated."

**CONSTRUCTION METHODS**

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

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

Add the following sentence to the second Paragraph:

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

Add the following paragraphs:

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

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

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

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

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

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

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

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

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

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

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

#### METHOD OF MEASUREMENT

901-4.1 Revise this Section as follows:

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

#### BASIS OF PAYMENT

901-5.1 Add the following:

“Payment will be made under:

“Item AR901515 Seeding - per square yard.”

ITEM 905

TOPSOILING

Revise Item 905 of the Standard Specifications as follows:

**DESCRIPTION**

**905-1.1** Add the following:

“Topsoil shall be from off-site or from on-site and created by stripping of topsoil from within the grading limits shown in the Plans and placed in its final position or stockpiled for re-distribution at locations designated by the Contractor and approved by the Resident Engineer. No separate payment will be made for furnishing off-site material. Stripping of the topsoil and placing in-place and/or in temporary stockpiles shall be incidental to Topsoiling. Any loading and haul or re-distribution of topsoil material within the overall Project will not be measured for payment, but shall be incidental to the Contract unit prices for Topsoiling. Any vegetation re-establishment of any on-airport stripped areas, including additional topsoiling, seeding, soil modification or mulching, shall not be measured for payment but shall be incidental to Topsoiling.”

**MATERIALS**

**905-2.1** **TOPSOIL.** Replace the following in the fourth sentence of the first Paragraph ... *“The topsoil or soil mixture, unless otherwise specified or approved, shall have a pH range of approximately 5.5 pH to 7.6 pH ...”* with .... **“The topsoil or soil mixture shall have a pH range of approximately 5.5 pH to 6.5 pH ...”**

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

**“At least 90 percent of the material shall pass the No. 10 sieve.”**

Add the following:

**“If the Contractor elects to use topsoil from off-site, the Contractor shall be responsible for conducting any sample testing and providing test results at no additional cost as necessary to document that the source meets the topsoil requirements of Paragraph 905-2.1. Should on-site topsoil be selected for use by the Contractor, the Contractor shall be responsible for completing a sample testing and for furnishing any soil modifications determined by a licensed soil chemist at no additional cost, as necessary to document conformance with Paragraph 905-2.1.”**

**CONSTRUCTION REQUIREMENTS**

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

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

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METHOD OF MEASUREMENT

905-4.1 Revise this section:

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

Add the following:

“Payment will be made under:

“Item AR905530 Topsoiling - per square yard.”

905-4.2 Delete this Section.

BASIS OF PAYMENT

905-5.1 Add the following:

“Payment will be made under:

“Item AR905530 Topsoiling – per square yard.”

ITEM 908

MULCHING

Revise Item 908 of the Standard Specifications as follows:

**DESCRIPTION**

908-1.1 Add the following:

“Mulch shall be heavy-duty hydraulic mulch as specified herein.”

**MATERIALS**

908-2.1 Revise this Section as follows:

Delete subparagraphs a, b, c, and e.

**CONSTRUCTION METHODS**

908-3.1 **MULCHING.** Add the following:

“After mulch application, the contractor must immediately clear any mulch material accidentally sprayed onto pavement, pavement markings or light fixtures.”

908-3.2 Delete this section.

908-3.3 Delete subparagraphs c and d.

**BASIS OF PAYMENT**

908-5.1 Add the following:

“Payment will be made under:

“Item AR908516 - Mulching - per square yard.”

**PART 13**

**LIGHTING INSTALLATION**

**ITEM 125**

**INSTALLATION OF AIRPORT LIGHTING SYSTEMS**

**125-1.1** Add the following:

“This work includes the removal and replacement of the existing threshold light concrete bases and blackout panels, the removal and replacement of in-pavement threshold light base can, and the replacement of conduit to reconnect the lights. The Contractor shall coordinate with the Resident Engineer and Airport representative for the disconnection of airfield lighting prior to any electrical work.”

**EQUIPMENT AND MATERIALS**

Add the following:

- 125-2.16** “Item 610 Concrete. The concrete for the concrete light bases and blackout panels shall conform to the requirements for Item 610 Concrete.”

**CONSTRUCTION METHODS**

Add the following:

- 125-3.5** “Reuse of existing electrical threshold lights. The existing threshold lights and all electrical components shall be saved and reused, including the circuits, transformers, light fixture, base plates, and other in-house items. The lighting base can and new conduit will be replaced and shall be included in the contract unit price for this item. Any damage to the existing electrical items shall be replaced for proper airfield lighting reconnection and shall be borne at the Contractor’s expense.

**METHOD OF MEASUREMENT**

**125-4.1** Revise this Section to read:

The replacement of concrete, light bases, cans, and conduit shall not be measured separately but shall be included in the lump sum unit price for AR801026 – Replace PCC & Cans in Threshold Light Trench.

**BASIS OF PAYMENT**

**125-4.1** Add the following:

“Payment will be made under:

“AR801026 REPLACE PCC & CANS IN THREHOLD LIGHT TRENCH.”

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(END OF SPECIAL PROVISIONS)



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