

# 09A

**Letting January 19, 2018**

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



**Illinois Department  
of Transportation**

**Springfield, Illinois 62764**

**Contract No. MR023  
Morris Municipal-James R. Washburn Field Airport  
Morris, Illinois  
Grundy County  
Illinois Project No. C09-4629  
SBG Project No. N/A**



## 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 10:00 a.m. on January 19, 2018, 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. MR023  
Morris Municipal-James R. Washburn Field Airport  
Morris, Illinois  
Grundy County  
Illinois Project No. C09-4629  
SBG Project No. N/A**

**Rehabilitate and Expand Airport Automobile Parking Lot**

**For engineering information, please contact Casey McCollom, P.E. of Chamlin & Associates, Inc. at 815.942.1402.**

3. **INSTRUCTIONS TO BIDDERS.**

(a) This Notice, the invitation for bids, proposal and letter of award shall, together with all other documents in accordance with Article 10-18 of the Illinois Standard Specifications for Construction of Airports, become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.

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

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

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

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

7. **SPECIFICATIONS AND DRAWINGS.** The work shall be done in accordance with the Illinois Standard Specifications for Construction of Airports, the Special Provisions dated November, 22, 2017, and the Construction Plans dated November, 22, 2017 as approved by the Illinois Department of Transportation, Division of Aeronautics.

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

a. Additive Alternates

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

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

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

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

b. Optional Alternates

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

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

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

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

The contract time for this contract is 51 calendar days.

**10. INDEPENDENT WEIGHT CHECKS.** The Department reserves the right to conduct random unannounced independent weight checks on any delivery for bituminous, aggregate or other pay item for which the method of measurement for payment is based on weight. The weight checks will be accomplished by selecting, at random, a loaded truck and obtaining a loaded and empty weight on an independent scale. In addition, the department may perform random weight checks by obtaining loaded and empty truck weights on portable scales operated by department personnel.

**11. MATERIAL COST ADJUSTMENTS.** The Illinois Department of Transportation, Division of Aeronautics does not offer any material cost adjustment provisions.

**12. GOOD FAITH COMPLIANCE.** The Illinois Department of Transportation has made a good faith effort to include all statements, requirements, and other language required by federal and state law and by various offices within federal and state governments whether that language is required by law or not. If anything of this nature has been left out or if additional language etc. is later required, the bidder/contractor shall cooperate fully with the Department to modify the contract or bid documents to correct the deficiency. If the change results in increased operational costs, the Department shall reimburse the contractor for such costs as it may find to be reasonable.

By Order of the  
Illinois Department of Transportation

Randall S. Blankenhorn,  
Secretary



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

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

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

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

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

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

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

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

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

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

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

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

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

**Notary Certification for Principal and Surety**

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

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

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

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

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

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

Electronic Bid Bond ID# \_\_\_\_\_ Company / Bidder Name \_\_\_\_\_ Signature and Title \_\_\_\_\_

State of Illinois  
Department of Transportation

SPECIAL PROVISION  
FOR  
EEO

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

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

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

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

APPENDIX A

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

Area Covered (Statewide)

Goals for Women apply nationwide.

GOAL	Goal (percent)
Female Utilization	6.9

APPENDIX B

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

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

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

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

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

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

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

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

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

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

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

State of Illinois  
Department of Transportation

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

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

1. General

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

2. Equal Employment Opportunity Policy

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

3. Equal Employment Opportunity Officer

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

4. Dissemination of Policy

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

5. Recruitment

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

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

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

#### 6. Personnel Actions

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

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

#### 7. Training and Promotion

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

#### 8. Unions

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

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

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

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

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

10. Records and Reports

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

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

State of Illinois  
Department of Transportation

SPECIAL PROVISION  
FOR  
REQUIRED PROVISIONS – STATE CONTRACTS

Effective: April 1 1965  
Revised: January 1, 2017

I. SELECTION OF LABOR

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

EMPLOYMENT OF ILLINOIS WORKERS DURING PERIODS OF  
EXCESSIVE UNEMPLOYMENT

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

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

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

II. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

III. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

#### V. NONSEGREGATED FACILITIES

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

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

State of Illinois  
Department of Transportation

SPECIAL PROVISION  
FOR  
SECTION 80 PROSECUTION AND PROGRESS

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

80-09 FAILURE TO COMPLETE ON TIME.

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

ADD:

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

State of Illinois  
Department of Transportation

SPECIAL PROVISION  
FOR  
SECTION 90 MEASUREMENT AND PAYMENT

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

90-07 PARTIAL PAYMENTS.

DELETE: The entire section.

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

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

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

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

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

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

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

90-10 TRUST AGREEMENT OPTION.

DELETE: The entire section.

## STATE OF ILLINOIS

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### SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Construction of Airports," adopted April 1, 2012, and the Special Provisions included herein which apply to and govern the airport improvement of: Rehabilitate and Expand Airport Automobile Parking Lot at Morris Municipal-James R. Washburn Field, Contract MR023, and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

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

It being understood and agreed that the completion within the time limit is an essential part of the contract, the bidder agrees to complete the work within **51 calendar days**, unless additional time is granted by the Engineer in accordance with the provisions of the specifications. In case of failure to complete the work on or before the time named herein, or within such extra time as may have been allowed by extensions, the bidder agrees that the Department of Transportation shall withhold from such sum as may be due him/her under the terms of this contract, the costs, as set forth in Section 80-09 Failure to Complete on Time of the Standard Specifications, which costs shall be considered and treated not as a penalty but as damages due to the State from the bidder by reason of the failure of the bidder to complete the work within the time specified in the contract.

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

Effective: April 1, 2009

Revised: January 2, 2012

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

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

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

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

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

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

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

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

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

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

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

Effective: April 1, 2009

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

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

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

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

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

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

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

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

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

Effective: September 1, 2000  
Revised: July 2, 2016

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

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

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

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

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

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

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

for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 10.0% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Effective: June 2, 2012

Revised: April 2, 2015

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

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

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

#### **SUBCONTRACTOR MOBILIZATION PAYMENTS**

Effective: April 2, 2005

Revised: April 1, 2011

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

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

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

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

#### **PAYMENTS TO SUBCONTRACTORS**

Effective: June 1, 2000

Revised: January 1, 2006

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

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

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

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

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

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

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

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

The Airport Owner or its Agent will:

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

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

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

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

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

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

Special Provisions  
Morris Municipal Airport

Illinois Project No. C09-4629  
State Block Grant No. N/A

ITEM NO. 09A

MR023

**SECTION III**  
**SPECIAL PROVISIONS**  
**FOR**  
**REHABILITATE AND EXPAND AIRPORT AUTOMOBILE PARKING LOT**

**ILLINOIS PROJECT NO. C09-4629**  
**STATE BLOCK GRANT No. ---**  
**CONTRACT NO. MR023**  
**ITEM NO. 09A**

**JANUARY 19, 2018**

**AT**

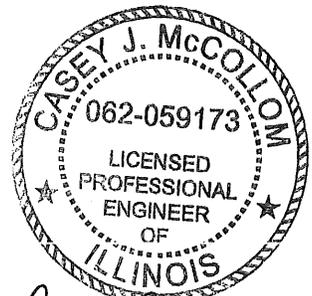
**MORRIS MUNICIPAL AIRPORT**  
**JAMES R. WASHBURN FIELD**  
**THE CITY OF MORRIS, ILLINOIS**

PREPARED BY:

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*Casey J. McCollom*

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## **GENERAL**

These Special Provisions, together with applicable Standard Specifications, Contract Requirements for Airport Improvement Project, Rules and Regulations, Payroll Requirements and Minimum Wage Rates which are hereto attached or which by reference are herein incorporated, cover the requirements of the State of Illinois Department of Transportation (IDOT), Division of Aeronautics (IDA), and the representatives of the City of Morris for the improvements at Morris Municipal Airport, Morris, Illinois.

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

The "Standard Specifications for Construction of Airports", State of Illinois, Department of Transportation, Division of Aeronautics, adopted April 1, 2012 shall govern the project except as otherwise noted in these Special Provisions. In the case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and shall govern.

Specifications may be obtained at <http://dot.state.il.us/aero/airspecs.html>.

Where referenced within the Special Provisions, the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction adopted April 1, 2016 shall apply.

### **PROJECT DESCRIPTION**

This project is to rehabilitate and construct additional pavement for the automobile parking lot located at the Morris Municipal Airport. Included in this work is Pavement surface removal, unclassified excavation, pipe culvert, soil erosion and sediment control, HMA overlay, HMA pavement, Aggregated base course, PCC sidewalk, chain link fencing, gates, topsoil placement, seeding, mulching, and other associated items.

### **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, Illinois Division of Aeronautics webpage at:

<http://www.idot.illinois.gov/doing-business/procurements/construction-services/contractors-resources/index>.

**Manuals**

	Title	Modified by Special Provisions
	Airport Construction Documentation Manual	No
	Manual for Documentation of Airport Materials	No

**Policy Memorandums**

No.	Title	Modified by Special Provisions
07-21	Acceptance Procedure for Finely Divided Minerals Used in Portland Cement Concrete and Other Applications	No
87-2	Density Acceptance of Bituminous Pavements	No
87-4	Determination of Bulk Specific Gravity (d) of Compacted Bituminous Mixes	No
95-1	Field Test Procedures for Mixer Performance and Concrete Uniformity Testing	No
96-1	Item 610, Structural Portland Cement Concrete: Job Mix Formula Approval and Production Testing	No
96-3	Requirements for Quality Assurance on Projects with Bituminous Concrete Paving	No
97-2	Pavement Marking Paint Acceptance	No
2001-1	Requirements for Cold Weather Concreting	No
2003-1	Requirements for Laboratory, Testing, Quality Control, and Paving of superpave Bituminous Concrete Mixtures for Airports	No
	Bituminous Mix Design Memorandum	No
	Comparison Samples Memorandum	No

**Templates**

	Title	Modified by Special Provisions
	Cold Weather Concreting Plan	No
	Hot Mix Asphalt (HMA) Quality Control Plan Template	No

**DIVISION I – GENERAL PROVISIONS**

**SECTION 50**

**50-06 CONSTRUCTION LAYOUT STAKES.**

Delete the first paragraph and replace with the following:

The Contractor will be required to furnish and place construction layout stakes for this project. The Resident Engineer will locate and reference two (2) control points and will establish benchmarks along the line of the improvement outside construction limits.

Control points set by the Resident Engineer shall be identified in the field to the Contractor, and the field notes shall be kept in the office of the Resident Engineer.

Add the following:

The Resident Engineer shall establish the project control points one time. If at any time during construction the control points need to be re-established this shall be done at the Contractor's expense.

#### RESPONSIBILITY OF THE RESIDENT ENGINEER

Delete: Lines A & B.

Add the following:

A. The Resident Engineer will locate and reference two (2) control points within the limits of the project.

B. Benchmarks will be established along the project outside of construction lines.

Delete:

Line D.

Delete:

Line F.

Delete:

Line L.

Add the following as paragraph M:

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

50-12 LOAD RESTRICTIONS. Delete the fourth paragraph and replace with the following:

"The Contractor shall not use any of the existing airfield pavement. Contractor's use of airport entrance pavements by equipment and loaded trucks shall be minimized to the extent practical to reasonably perform the required work. Any damage to existing airport pavement to remain in place shall be repaired by the Contractor at his own expense.

50-16 FINAL INSPECTION. Delete the first sentence of the first paragraph and replace with the following:

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

Add the following after the first sentence of the second paragraph:

The charging of Contract Time shall resume upon receipt of the punch list from the Engineer and shall continue until the remaining work, including the applicable requirements of Section 40-08, Final Clean-up, is completed to the Sponsor's satisfaction.

### SECTION 60

60-01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS.

Revise the first sentence of the third paragraph as follows:

. . . shall provide, prior to delivery, . . .

#### 60-03 CERTIFICATION OF COMPLIANCE

Add the following:

All materials utilized in the construction of the referenced project shall be certified in conformance with the MANUAL FOR DOCUMENTATION OF AIRPORT MATERIALS by the Illinois Department of Transportation, Division of Aeronautics, dated April 1, 2010, or latest edition. This manual is available by contacting Mr. Mike Wilhelm, Division of Aeronautics at (217) 785-4282. The cost of providing the required material documentation and certifications shall not be paid for separately, but shall be considered incidental to the associated item.

#### 60-06 STORAGE OF MATERIALS

Add the following:

Material shall be stockpiled at the locations designated by the Resident Engineer and as shown on the plans. The contractor may request stockpile locations other than as shown in the plans. The alternate locations are subject to the approval of the FAA and airport manager and may require additional demarcation consisting of lighting and flagging.

Flagging, if required, shall consist of prominently marking the stockpiles with red flags and lighted by red light units.

Stockpiles shall not violate FAA Part 77 airport surfaces.

Stockpiled material should be constrained in a manner to prevent movement resulting from aircraft blast or wind conditions in excess of 10 knots.

#### 60-11 CERTIFICATION OF MATERIALS

Add the following:

The contractor shall certify all materials contained in the contract. Certification documentation shall be submitted to the Resident Engineer. It shall be the sole responsibility of the contractor to ensure the delivery of adequate and accurate documentation prior to the delivery materials. Materials incorporated into this project without the prior approval of the Resident Engineer will not be recommended for payment by the Resident Engineer.

As a guide to the certification process and requirements, the Contractor shall use the Illinois Department of Transportation/Division of Aeronautics MANUAL FOR DOCUMENTATION OF AIRPORT MATERIALS (latest edition). Copies of this manual are available from the Illinois Division of Aeronautics. The MANUAL FOR DOCUMENTATION OF AIRPORT MATERIALS defines the Resident Engineer's/Contractor's responsibilities (Sections 200/300). The Contractor shall have the sole responsibility to provide the Engineer with appropriate documentation to satisfy the contract certification requirements prior to the delivery of materials.

Add the following:

All submittals shall contain the following information:

PROJECT LOCATION: Morris Municipal Airport

PROJECT TITLE: Rehabilitation and Expand Automobile Parking Facilities

PROJECT NUMBERS: IL Project No. C09-4629  
SBG Project: N/A

CONTRACT ITEM: (i.e., AR401610 – Bituminous Surface Course)  
SUBMITTED BY: (Contractor/Subcontractor Name)  
DATE: (Date of Submittal)

Any additional information requested by the Resident Engineer shall be provided by the Contractor in a timely manner.

## SECTION 70

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

It is not anticipated that this project will require entry into the Air Operations Area (AOA) or closure of the runway. However, if entry into the AOA or closure of the runway is required, the following comments will apply. The runway will be closed whenever construction activities are within 200-ft of the runway centerline, to include the extended runway centerline to 600-ft of the physical ends in order to keep the runway approach clear. To limit the inconvenience to the airport and when temporary closures are necessary, the Contractor will accomplish the required work as quickly as possible and withdraw a sufficient distance that will allow opening the runway.

The Contractor will notify the Airport Manager seven (7) days in advance of the commencement of work which would necessitate the closing of a runway or taxiway. It will be the responsibility of the Contractor to properly mark or barricade the closed runway and remove the marking or barricades when reopened. It is the Airport Manager's responsibility to issue all NOTAM's required for the construction of this project.

The appropriate marking for a closed runway is a yellow cross, placed at both ends of the runway. The legs of the cross will be sixty (60') feet in length and ten (10') feet in width. The crosses will be constructed of any suitable, locally available material such as fabric, plywood, plastic or other similar material. They will be held in place in a manner locally determined to be suitable. The Contractor will be responsible for placing and removing the crosses as the runway is closed and reopened. Placement, removal, and maintenance of the crosses shall be the responsibility of the Contractor and is incidental to the contract, no additional compensation will be allowed. When the Contractor's vehicles are on the airport property, they shall be properly marked. The markings shall consist of a three (3') foot square flag consisting of a checkered pattern of international orange and white squares of not less than one (1') foot per side, displayed in full view above the vehicle. The flags are not required for vehicles used for continuous hauling of materials to the project from off the airport property.

The Contractor will be responsible for placing barricades and/or traffic cones at any location directed by the Airport Manager. It will be the Contractor's responsibility to furnish and maintain the barricades, equipped with red flashing lights throughout the duration of this project. The maximum distance between barricades is 15-ft with a minimum of two barricades

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

**DIVISION II – PAVING CONSTRUCTION DETAILS**

EARTHWORK

ITEM 150520 MOBILIZATION

DESCRIPTION

150-1.1 Add the following:

This item includes restoration of any pavement or turf areas outside the proposed improvements that are damaged by contractor operations including material storage, parking, and staging areas.

BASIS OF PAYMENT

150-3.1 Add the following:

Payment will be made under:

Item AR150520 – Mobilization – per lump sum.

## ITEM 152 EXCAVATION AND EMBANKMENT

Revise Item 152 of the Standard Specifications as follows:

152-1.1 DESCRIPTION. Add the following:

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

“This project does not require an ILR-10 permit; however, all earthwork shall be performed in accordance with the applicable requirements of the standard ILR-10 permit, Grundy County, and City of Morris ordinances and regulations.”

152-1.2 CLASSIFICATION.

Delete the second, third and fourth Paragraphs.

Add the following:

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

## CONSTRUCTION METHODS

152-2.1 GENERAL.

Add the following:

“The Contractor will proof-roll the subgrade when required by the Resident Engineer, as directed by the Resident Engineer. A proof-roll will be required prior to the placement of aggregate subbases. Should the Contractor install aggregate sub-base prior to proof rolling, the Contractor will be required to remove the aggregate material at his sole cost. The cost for this proofing will not be paid for separately but shall be included in the cost for “Unclassified Excavation”.

152-2.2 EXCAVATION.

Add the following to the fifth Paragraph:

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

Add the following:

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

Add the following:

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

Add the following:

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

#### 152-2.3 BORROW EXCAVATION.

Delete this Section.

#### 152-2.9 TOLERANCES.

Delete the first and second paragraph.

Add the following:

“The Contractor shall be responsible to grade and maintain the subgrade of such smoothness that it will not vary more than 0.10 of a foot from true grade as depicted on the plans or as directed by the Resident Engineer. Any deviations from this requirement, as determined by the Resident Engineer shall be loosened, material added or removed as necessary, and reshaped and compacted.

#### 152-2.10 TOPSOIL

Delete the second and fifth paragraph.

Add the following:

“Upon Completion of grading operations as specified, topsoil shall be handled and placed as directed, or as required by Item 905. The Contractor shall place a minimum of 4” of topsoil in locations as indicated on the plans or as directed by the Engineer. The topsoil shall be graded to the finished plan elevation.”

“Any excess topsoil material shall be hauled to an offsite location suitable for acceptance of this material at no additional cost to the contract”

#### METHOD OF MEASUREMENT

152-3.2 Delete this Section.

152-3.3 Delete this Section.

#### BASIS OF PAYMENT

152-4.1 Replace the second Paragraph with the following:

“Payment for “Unclassified Excavation” shall also include the removal to an off-site disposal site of excess suitable material and unsuitable materials, if any, at the discretion of the Resident Engineer.”

152-4.2 Delete this Section.

152-4.3 Delete this Section.

152-4.4 Delete this Section.

Add the following:

“Payment will be made under:

“Item AR152410 Unclassified Excavation - per cubic yard.”

“Item AR152443 Offsite Topsoil – per cubic yard”

ITEM 156000 – EROSION CONTROL

DESCRIPTION

156-1.1 Add the following:

This project disturbs less than one (1) acre, therefore does not require a NPDES permit, however all regulations of the NPDES permit shall be stringently adhered to by the Contractor.

MATERIALS

Add:

156-2.8 EROSION CONTROL BLANKET

Erosion control blanket shall be in accordance with Article 1081.10 (b) of the Standard Specifications for Road and Bridge Construction in Illinois.

CONSTRUCTION METHODS

Add:

156-3.2 TEMPORARY EROSION CONTROL

Add the following:

“F. Erosion Control Blanket. Erosion control blanket shall be installed where shown on the plans or as directed by the Resident Engineer in accordance with Article 251.04 of the Standard Specifications for Road and Bridge Construction in Illinois.”

METHOD OF MEASUREMENT

156-4.2 Delete this Section

Add the Following:

“Hay and straw bales will not be measured for payment individually. Hay and Straw bales used as part of other items will be measured as those pay items.”

Add

156-4.6 Erosion Control Blanket to be paid shall be the number of square yards installed in place, satisfactorily installed and maintained throughout the establishment of vegetative cover.

BASIS OF PAYMENT

156.5.1 Delete this Section

Add the following:

“Payment will be made under:

Item AR156510 Silt Fence - per Linear Foot.  
Item AR156531 Erosion Control Blanket – per Square Yard.

ITEM 209 – CRUSHED AGGREGATE BASE COURSE

MATERIALS

209-2.1 CRUSHED COARSE AGGREGATE

Add the following:

“The Gradation B or C from Table 1, Requirements for Gradation of Aggregate, shall be used.”

CONSTRUCTION METHODS

209-3.1 PREPARING UNDERLYING COURSE

Delete second paragraph

Add the following:

“Grade control adjacent to existing pavement shall be accomplished by measurement of the appropriate cross section as depicted on the plans or as directed by the Resident Engineer. All other grade control shall be accomplished by grade stakes. Grade stakes shall be placed at all locations of changes in grades and sufficient intervals so that the grade can be checked for compliance with the plans.

Any discrepancies noted by the Contractor with the existing pavement grades and proposed grade stakes shall be immediately brought to the attention of the Resident Engineer.”

209-3.4 FINISHING AND COMPACTING

Revise the fourth sentence of the first paragraph as follows:

“Rolling shall continue until the base material has been compacted to not less than 95% density, as determined by the compaction control tests specified in Division VII.

Add the following after the first paragraph

“In relation to the compaction control testing, this item is to be assumed to be constructed for aircraft weighing less than 60,000 pounds (Standard Proctor).”

METHOD OF MEASUREMENT

209-4.1 Delete this Section

209-4.3 Delete this Section

BASIS OF PAYMENT

209-5.1 Revise the first sentence of the paragraph as follows:

“Payment shall be mated at the contract unit price per square yard for crushed aggregate base course, of the thickness specified.”

Add the following:

Payment will be made under:

Special Provisions  
Morris Municipal Airport

Illinois Project No. C09-4629  
State Block Grant No. N/A

Item AR209610 Crushed Agg. Base Course - 10'''

## FLEXIBLE SURFACE COURSES

### ITEM 401 – BITUMINOUS SURFACE COURSE

#### DESCRIPTION

401-1.1 Add the following:

“For purposes of materials, design and testing criteria, this item is to be constructed for Aircraft Under 60,000 Pounds, Runway or Taxiway and for Method I - Under 2,500 tons/pay item.”

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

#### COMPOSITION

##### 401-3.2 JOB MIX FORMULA

Add the following:

“This item is to be designed for Aircraft Under 60,000 Pounds, Runway or Taxiway.”

##### 401-3.4 TEST SECTION

Delete this section

#### CONSTRUCTION METHODS

##### 401-4.10 TRANSPORTING, SPEADING, AND FINISHING.

Delete the fifth paragraph

Add the following:

“The Bituminous Surface Course Leveling shall be placed at the nominal depth indicated on the plans, resulting in a smooth and uniformly graded surface. The remaining lifts of HMA surfaces courses shall be laid at the lift depth indicated on the plans or as directed by the Resident Engineer utilizing the automatic grade control systems of the paver utilizing a short ski type device or shoe.”

##### 401-4.11 COMPACTION OF MIXTURE.

Delete the third and fourth paragraphs

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

Add the following:

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

##### 401-4.17 SAMPLING PAVEMENT

Add the following:

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

**BASIS OF PAYMENT**

401-6.1 Delete the third and fourth paragraphs

Add the following:

“Payment will be made under:

Item AR401611 Bit. Surface Course – Method I – per ton

Item AR401620 Bit. Surface Course, Leveling – per ton”

ITEM 401650 – BITUMINOUS PAVEMENT MILLING

METHOD OF MEASUREMENT

401-4.1 Delete the first paragraph

Add the following:

“Bituminous pavement milling will be measured for payment in place and the area computed in square yards for the thickness specified in the plans or as directed by the Resident Engineer.”

“All necessary bituminous pavement sawing shall be included in the cost of Bituminous Pavement Milling and will not be measured for payment”

BASIS OF PAYMENT

401-5.1 Add the following:

“Payment will be made under:

Item AR401650 Bituminous Pavement Milling – per square yard”

ITEM 401650 – REMOVE BITUMINOUS PAVEMENT

DESCRIPTION

401-1.1 Delete the first paragraph

Add the following:

“This item of work shall consist of removing bituminous pavement structure and associated aggregate base course as described herein.”

“No separate measurements will be made for various HMA thicknesses that may be encountered.”

CONSTRUCTION METHODS

401-2.1 Revise the third sentence of the third paragraph as follows:

“Existing aggregate base shall be removed.”

METHOD OF MEASUREMENT

401-3.1 Add the following:

“Removal of existing aggregate base shall not be measured for payment separately.”

“All necessary bituminous pavement sawing shall be included in the cost of Remove Bituminous Pavement and will not be measured for payment”

BASIS OF PAYMENT

401-4.1 Add the following:

“Removal of existing aggregate base shall not be paid for separately but shall be included in the cost of this item”

“Payment will be made under:

Item AR401900 Remove Bituminous Pavement – per square yard”

## ITEM 401 – BITUMINOUS BASE COURSE

### DESCRIPTION

403-1.1 Add the following:

“For purposes of materials, design and testing criteria, this item is to be constructed for Aircraft Under 60,000 Pounds, Runway or Taxiway and for Method I - Under 2,500 tons/pay item.”

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

### COMPOSITION

403-3.2 JOB MIX FORMULA

Add the following:

“This item is to be designed for Aircraft Under 60,000 Pounds, Runway or Taxiway.”

403-3.4 TEST SECTION

Delete this section

### CONSTRUCTION METHODS

403-4.9 TRANSPORTING, SPEADING, AND FINISHING.

Add the following after the fourth paragraph:

“For areas of insufficient size to accommodate an approved HMA paver the Contractor shall use a mechanical spreader meeting the approval of the Resident Engineer and in accordance of Article 406.03 of the Standard Specifications for Road And Bridge Construction. Areas that mechanical spreaders are not possible the Contractor shall be allowed to place and spread HMA materials by rake and lute upon the approval of the Resident Engineer.”

Revise the fifth paragraph as follows:

“The Contractor shall place the base course to the lines and grades indicated on the plans. The grade stakes shall be used as control for verification of proper lines and grades. The Contractor shall be responsible to perform regular depth checks, witnessed by the Resident Engineer, while in progress.”

403-4.13 ACCEPTANCE TESTING OF HMA MIXES FOR DENSITY

Add the following:

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

403-4.14 SURFACE TESTS

Delete the second paragraph.

#### 401-4.17 SAMPLING PAVEMENT

Add the following:

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

#### BASIS OF PAYMENT

401-6.1 Delete the third and fourth paragraphs

Add the following:

“Payment will be made under:

Item AR403611 Bituminous Base Course – Method I – per ton

ITEM 501605 – PCC SIDEWALK

DESCRIPTION

501-1.1 This work shall consist of constructing portland cement concrete sidewalk and sidewalk accessibility ramps on a prepared base.

MATERIALS

501-2.1 The materials shall be in accordance with Article 424.02 of the Standard Specifications for Road and Bridge Construction.

EQUIPMENT

501-3.1 The equipment shall be in accordance with Article 424.03 of the Standard Specifications for Road and Bridge Construction.

CONSTRUCTION METHODS

501-4.1 All construction of PCC Sidewalks and curb ramps shall be in accordance with Articles 424.04-424.11 of the Standard Specifications for Road and Bridge Construction.

METHOD OF MEASUREMENTS

501-5.1 This work will be measured for payment in place and the area computed in square feet.

Detectable warnings will be measured for payment in place and the area computed in square feet.

BASIS OF PAYMENT

501-6.1 This work will be paid for at the contract unit price per square foot for PCC sidewalk, of the thickness specified.

Detectable warning surface will be paid at the contract unit price per square foot for Detectable Warning Surface.

Payments will be made under:

Item AR501605 5" PCC Sidewalk – square foot

Item AR800309 Detectable Warning Surface – square foot

ITEM 602 BITUMINOUS PRIME COAT

DESCRIPTION

602-1.1

Add the following:

This item shall consist of placing bituminous prime coat on the new crushed aggregate base where pavement removal and replacement is indicated in the plans.

BASIS OF PAYMENT

602-5.1

Add the following:

Payment will be made under:

Item AR602510 – Bituminous Prime Coat – per gallon.

ITEM 603 BITUMINOUS TACK COAT

DESCRIPTION

603-1.1

Add the following: This item shall consist of placing bituminous tack coat on the between lifts of bituminous pavement and along any vertical faces of existing pavement abutting new pavement.

BASIS OF PAYMENT

603-5.1

Add the following:

Payment will be made under:

Item AR603510 – Bituminous Tack Coat – per gallon.

ITEM 610 STRUCTURAL PORTLAND CEMENT CONCRETE

DESCRIPTION

610-1.1

Add the following:

This item shall include concrete used in the installation of PCC sidewalks, light pole foundations, and other miscellaneous items that require structural PCC.

The cost of furnishing and installation of structural concrete shall be considered incidental to the contract unit price for the associated pay item. The prices shall be full compensation for furnishing all materials and / or preparation, delivering and installation of these materials, and for all labor, equipment, tools and incidentals necessary to complete the item.

The contractor must provide the necessary submittals for the structural concrete including constituent materials of the mix, rebar, joint materials, curing materials, etc. prior to incorporating the structural concrete into the work. No payment will be made for the associated pay items until satisfactory submittal documentation has been provided.

CONSTRUCTION METHODS

610-3.15

Add the following:

PCC sidewalks shall be finished in accordance with Article 424.06 of the Standard Specifications for Road and Bridge Construction.

ITEM 620 – PAVEMENT MARKING

DESCRIPTION

620-1.1 Add the following:

“All pavement markings shall be Waterborne”

MATERIALS

620-2.2 PAINT

Delete subsection B. EPOXY

Add the following:

620-2.4 BUY AMERICAN. All materials for this item shall comply with the Buy American Preference as required by this contract. The Contractor shall be responsible to provide proof of 100% domestic materials prior to delivering materials to the site. Materials that are unable to meet this requirement shall be reported in the bid documents under Certifications Required by State and/or Federal Law, Buy American Certificate.

CONSTRUCTION METHODS

620-3.5 APPLICATION

Delete Epoxy paint type in Table 1. Application Rates for Paint and Glass Beads.

Add the following:

620-3.9 CLEAN UP

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

BASIS OF PAYMENT

620-5.1 Add the following:

Payment will be made under:

Item AR620520 – Pavement Marking – Waterborne

ITEM 800337 – REMOVE FLAG POLE AND FOUNDATION

DESCRIPTION

800-1.1 This work shall consist of the removal and disposal of existing flag poles and associated concrete foundations as indicated on the plans or as directed by the Resident Engineer.

CONSTRUCTION METHODS

800-2.1 FLAG POLE REMOVAL. The Contractor shall remove the flag pole and any other related appurtenances completely.

If a flag pole lighting unit exists, the lighting unit shall be removed and associated wires abandoned. The wires shall be removed with conduit or duct to a depth of 1 foot below the final ground level and the hole shall be backfilled.

800-2.2 FLAG POLE FOUNDATION REMOVAL. All concrete foundations associate with the flag pole shall be removed in its entirety and the removed material disposed of offsite in accordance with all applicable local, state, and federal requirements.

METHOD OF MEASUREMENT

800-3.1 Each flag pole which is removed and disposed of will be counted as a unit for payment

BASIS OF PAYMENT

800-4.1 Payment shall be made at the contract unit price per each flag pole removed. This price shall include the removal of the flag pole, all related appurtenances, and foundations.

Payment will be made under:

Item AR800337 Remove Flag Pole and Foundation – per each.

ITEM 910200 – ROADWAY SIGN

DESCRIPTION

910-1.1 This work shall consist of furnishing, fabricating, and installing sign panels complete with faces, legend, posts and supplemental panels.

MATERIALS

910-2.1 Materials shall be in accordance with Article 720.02 and Article 728.02 of the Standard Specifications for Road and Bridge Construction for sign panels and sign posts respectively.

CONSTRUCTION METHODS

910-3.1 Installation of the Roadway Sign assembly shall be in accordance with Articles 720.04, 728.03, and 728.04 subsection b.

METHOD OF MEASUREMENT

910-4.1 This work will be measured for payment for each complete sign assembly installed. This assembly shall include a 12" x 18" R7-8 (Handicapped Parking) sign panel, 12" x 6" R7-1101 (\$250 Fine) sign panel, and a telescoping steel sign post, and necessary mounting hardware.

BASIS OF PAYMENT

910-5.1 This work will be paid for at the contract unit price per each for a Road Sign assembly installed. This price shall include all sign panels, posts, hardware, labor, and equipment necessary for a complete sign assembly.

Payment will be made under:

Item AR910200 Roadway Sign – per each

### ITEM 910410 – PARKING BLOCK

#### DESCRIPTION

910-1.1 GENERAL. This item shall consist of furnishing and installing a new 4" high low-profile PCC parking block and anchorage.

#### MATERIALS

910-2.1 PRECAST BLOCK. Precast block shall be manufactured by a IDOT certified precast concrete producer. Block shall be 4 inches high, 6 inches wide and 6 feet long. Block shall be low profile type, rectangular cross section with sloped vertical faces, square ends.

910-2.2 INSTALLATION HARDWARE. PCC installation hardware shall be rebar stake with flat head, 5/8-inch diameter and 14 inches long.

#### CONSTRUCTION METHODS

910-3.1 INSTALLATION. Contractor shall provide units without damage to shape or finish. Damaged units shall be replaced.

Install units in parking spaces along the sidewalk or grass. Block shall be positioned center of the parking stall 2 feet from the existing fence line.

Fasten units in place with manufacturer's installation hardware.

Install units following pavement surface treatment and pavement marking operations

#### METHOD OF MEASUREMENT

910-4.1 GENERAL. The quantity of Parking Block to be paid for under this item shall be the number of units installed in place.

#### BASIS OF PAYMENT

910-5.1 Payment will be made at the contract price for each Parking Block installed as specified, in place, complete and accepted. This price shall be full compensation for furnishing all materials and for all preparation, delivering and application of these materials for all labor, equipment, tools and incidentals necessary to complete the item.

Payment will be made under:

Item AR910410 – Parking Block – per each.

## **DIVISION III – FENCING (WIRE FENCES)**

### **FENCES**

#### **ITEM 162 – CHAIN-LINK FENCES**

#### **MATERIALS**

##### **162-2.1 FABRIC.**

Delete: All references to Aluminum Alloy and Vinyl coated fabric.

Delete: All references to Type C steel pipe.

Delete: Delete Section A, Subsections 3, 4, 5 and 6.

Revise: Section A, Subsection 1 to the following:

Steel pipe, Type A shall meet ASTM F1083 schedule 40 pipe, high strength, hot-dip zinc-coated after fabrication with 1.8 ounces of zinc per square foot of coated surface area.

Line post shall be 2.875" OD and 5.80 lbs/ft.

Terminal, corner and pull posts shall be 3.5" OD and 7.58 lbs/ft.

Brace rails shall be 1.66" OD and 2.27 lbs/ft.

Intermediate rails, when required, shall be 1.66" OD and 2,27 lbs/ft

Revise: Section A, Subsection 2 to the following:

Steel pipe, Type B shall meet ASTM F1043 pipe Group IC, having a Type B external hot-dip zinc-coated with 0.9 ounces of zinc per square foot with a clear organic overcoat. Interior coating to be Type B hot-dip zinc-coating 0.9 ounces per square foot or Type D 81% zinc pigmented coating, minimum thickness of 0.3 mils be hot-dipped galvanized conforming to the requirements of ASTM F 1083.

Line post shall be 2.875" OD and 4.64 lbs/ft.

Terminal, corner and pull posts shall be 3.5" OD and 5.71 lbs/ft.

Brace rails shall be 1.66" OD and 1.84 lbs/ft.

Intermediate rails, when required, shall be 1.66" OD and 1.84 lbs/ft

Delete: Section C, Subsection 1.

Add the following to Section C, Subsection 2:

All gates shall match the height of the adjacent fence and as shown on the plans.

All gates shall be galvanized steel welded fabrication in compliance with ASTM F900. Gates greater than eight (8) feet in width shall be a double swing gates.

Gate frame member shall be constructed of 2" O.D. Type A galvanized pipe. Frame members shall be spaced no greater than 8 ft. apart vertically and horizontally.

Welded joints shall be protected by applying zinc-rich paint in accordance with ASTM Practice A780.

Gates shall be provided with plunger rod and latch with provisions for padlocking. The Contractor shall a padlock for each gate provided. All provided padlocks shall be keyed the same. Two (2) keys per gate shall be provided to the Resident Engineer.

Galvanized malleable iron or heavy gauge pressed steel post and frame hinges shall be provided.

All Gates shall be filled with fabric matching the adjacent fence and topped with three strands of barbed wire.

Gate posts shall be sized in accordance with Table 1.

Table 1: Gate Post Sizing

<b><i>Gate fabric height up to and including 6 ft.</i></b>	
<b>Gate leaf width</b>	<b>Post Outside Diameter</b>
up to 4 ft.	2.875 in.
over 4 ft. to 10 ft.	2.875 in.
over 10 ft. to 18 ft.	4.000 in.
<b><i>Gate fabric height over 6 ft. to 12 ft.</i></b>	
<b>Gate leaf width</b>	<b>Post Outside Diameter</b>
up to 6 ft.	2.875 in.
over 6 ft. to 12 ft.	4.000 in.
over 12 ft. to 18 ft.	6.625 in.
over 18 ft. to 24 ft.	8.625 in.

Add the following:

162-2.11 BUY AMERICAN All materials for this item shall comply with the Buy American Preference as required by this contract. The Contractor shall be responsible to provide proof of 100% domestic materials prior to delivering materials to the site. Materials that are unable to meet this requirement shall be reported in the bid documents under Certifications Required by State and/or Federal Law, Buy American Certificate.

#### CONSTRUCTION METHODS

##### 162-3.2 INSTALLING POSTS

Revise the first paragraph as follows:

“All posts shall be spaced not more than 10 feet apart as shown on the plans. Terminal (end, corner, pull, and brace), line, and gate posts holes shall be augured a minimum of 60 inches below ground level. Posts shall be set in 48 inches concrete bases as shown on the plans. The remaining 12 inches above the concrete bases shall be backfilled slightly above the ground and sloped to drain.”

Revise the first sentence of the fifth paragraph as follows:

“All posts shall be set to a minimum depth as noted on the construction plans.”

##### 162-3.5 INSTALLING FABRIC

Revise Subsection C, second sentence as follows:

“The fastenings shall **not** be spaced more than 14 inches on centers for line posts.”

##### 162-3.8 INSTALLING GATES

Add the following:

"The Contractor shall install the proposed gates at the locations shown in the plans or as required by the Airport. Gates shall be installed to conform to manufacturer's recommendations and the details shown in the plans.

Gate installation shall include erection of the posts, fence, gate and warning and identifications signs required to provide a complete operating installation satisfactory to the owner."

#### 162-3.11 FENCE AND GATE REMOVAL

Add the following:

"This work shall consist of the removal and disposal of the existing 4- foot and Class E airport security perimeter fence. The fence shall be completely removed including fabric, posts, top rail, miscellaneous fittings and hardware, barbed wire, tension wire and concrete foundations.

The removed material shall become the property of the Airport, except the contractor shall remove all concrete posts foundations and dispose of the foundations off of Airport property at no additional costs to the contract. The materials shall be delivered, by the Contractor, to a location specified by Airport at no additional costs to the contract.

The fence posts in turf shall be pulled, including foundations, and not cut off.

All holes shall be filled and compacted with material generated as a part of the holes for the new fence post excavation. At the Contractor's option, offsite borrow material may be supplied at no additional cost to the contract.

The fence removal shall include removal of all gates present in the fence line. Payment for removal of the gates shall be measured by the unit removed for each gate.

All gates shall be removed and turned over to the Airport at a location on Airport property at no additional cost to the contract.

Removal of the existing chain link fence includes removal of all fence posts. No distinction of post diameter will be made for payment purposes. The Contractor shall examine the site prior to submitting a proposal."

Add the following:

#### 162-3.14 CONTRACTOR'S RESPONSIBILITY FOR UTILITY LOCATING

"The location of known underground utilities is presented on the plans.

It shall be the Contractor's responsibility to determine the actual location of all utilities, including service connections to underground utilities. Prior to construction, the Contractor shall contact JULIE, FAA and Airport Maintenance. Prior to construction, the Contractor shall notify all utility companies of his operational plans. The Contractor shall make arrangements for detailed information and assistance in locating utilities. In the event an unexpected utility interference is encountered during construction, the Contractor shall immediately notify the utility company, the Owner and the Resident Engineer. Any such mains and/or services disturbed by the Contractor's operations shall be restored immediately at his expense to the satisfaction of the Owner and the Resident Engineer.

The Contractor shall be responsible for keeping the owner advised of this plan of operations. Prior to commencing work in the general vicinity of an existing utility service or facility, the Contractor shall notify the Owner of his plan of operation."

#### METHOD OF MEASUREMENT

162-4.1 Add the following:

“Barbed wire and related appurtenances shall not be measured separately but shall be included in the CLASS E Fence, of the height specified, or Class E Gate, of the width specified.”

162-4.5 Add the following:

“Class E Gate Removals shall be counted per each slide, swing and walkway gate removed, regardless of type, width or height of gate removed. For the purpose of this project, a gate shall be counted as one removal, regardless of the number of leaves used to secure the opening. For instance, a double swing shall be counted as a single gate removal.”

#### BASIS OF PAYMENT

162-5.1 Add the following:

“For the purposes of this project the gate width shall be the total opening width secured, regardless of number of leaves.”

162-5.3 Add the following:

“No distinction will be made between heights of removed fence for payment purposes.”

162-5.5 Revise this section as follows:

Payment shall be made at the contract unit price per each for Remove Gate, for swing and pedestrian gates regardless of width, height of gate or number of leaves removed at each gate opening. This price shall be full compensation for all removals, restoration, including grading, backfilling, seeding and mulching, and disposal, and for all labor, equipment, tools, and incidentals necessary to complete this item.

Add the following:

“Payment will be made under:

- Item AR162508 Class E Fence - 8' – per lineal foot
- Item AR162604 Class E Gate - 4' – per each
- Item AR162606 Class E Gate - 6' – per each
- Item AR162626 Class E Gate - 26' – per each
- Item AR162630 Class E Gate - 30' – per each
- Item AR162900 Remove Class E Fence – per lineal foot
- Item AR162905 Remove Gate – per each

## **DIVISION IV – DRAINAGE**

### **ITEM 701 – PIPE FOR STORM SEWERS AND CULVERTS**

#### **MATERIALS**

##### **701-2.1 GENERAL**

Delete entire section.

Add the following:

“Pipe shall be of Polyvinyl Chloride (PVC) Pipe in accordance with ASTM D 3034, minimum SDR 26 of the diameter indicated on the plans. All pipe shall be installed at the locations shown on the plans.”

#### **CONSTRUCTION METHODS**

##### **701-3.3 LAYING AND INSTALLING PIPE**

Delete entire section

Add the following:

“The trench shall be kept free from water while the sewer is being placed and until the joint has been sealed. The laying of pipes shall be started at the outlet end with the spigot ends pointing in the direction of flow, and shall proceed towards the inlet end with pipes abutting and true to line and grade.

The ends of pipes shall be carefully cleaned before the pipes are lowered into the trenches, and the pipes shall be lowered so as to avoid unnecessary handling in the trench.

As each length of pipe is laid, the mouth of the pipe shall be properly protected to prevent the entrance of earth or the bedding material. The pipes shall be fitted and matched so that when laid in the work they will form a sewer with a smooth, uniform invert. Each section of pipe shall be pushed or pulled to the section in place in accordance to the manufactures specifications to ensure tight joints.”

#### **BASIS OF PAYMENT**

##### **701-5.1**

Add the following:

“Payment will be made under:

Item AR701010 10” PVC Storm Sewer – per lineal foot  
Item AR701900 Remove Pipe – per lineal foot.”

## **DIVISION V – TURFING**

### ITEM 901 – SEEDING

#### DESCRIPTION

901-1.1

Delete the second paragraph.

#### MATERIALS

901-2.1

Delete entire section and replace with the following:

All materials provided shall be in accordance with Article 250.02 of the Standard Specifications for Road and Bridge Construction.

The seed mix provided shall be Class 1A Salt Tolerant Lawn mixture, in accordance with Table 1 of Article 250.07 of the Standard Specifications for Road and Bridge Construction.

Fertilizer shall be applied to the prepared seed bed. Fertilizers shall be applied at a rate of 270 lbs of combined nutrients per acre in a 1:1:1 ratio as follows.

Nitrogen Fertilizer Nutrients	90 lb/acre
Phosphorus Fertilizer Nutrients	90 lb/acre
Potassium Fertilizer Nutrients	90 lb/acre

#### CONSTRUCTION METHODS

901-3.1 Advance Preparation and Clean Up.

Delete this section

Add the following:

“Seeding shall be performed in accordance with Articles 250.05, 250.06, 250.07 of the Standard Specifications for Road and Bridge Construction.

901-3.2 Dry Application Method.

Delete this section.

Add the following:

All equipment used in the preparation for and seeding of the specified areas shall be in accordance with Article 250.03 of the Standard Specification for Road and Bridge Construction.

901-3.3 Wet Application Method.

Delete this section.

#### METHOD OF MEASUREMENT

901-4.1 Delete this section.

Add the following:

This work will be measured for payment, but shall be considered a lump sum item.

#### BASIS OF PAYMENT

901-5.1 Delete this section.

Add the following:

This work will be paid for at the contract unit price per Lump Sum for Seeding. This price shall include furnishing and placing seed mixture and fertilizer nutrients, preparation of seed beds, associated materials, equipment, labor, tools, and incidentals necessary to complete the work.

Payment will be made under:

Item AR901525 Seeding – per Lump Sum.

## **DIVISION VI – LIGHTING INSTALLATION**

### ITEM 106 APRON LIGHTING

#### DESCRIPTION

106-1.1 Revise this section as follows:

“This work shall consist of furnishing and installing light fixture, light pole, light pole foundation, internal fusing, anchor bolts, fixture bolts, and fixture brackets. Installation shall include aiming of the luminaires, testing of light fixtures, and the installation of light pole foundation of the depth shown on the plans and as specified herein.

106-1.2

Delete the second paragraph

106-1.3

Delete the first, second, and third paragraph.

106-1.4

Add the following:

“All materials for this item shall comply with the Buy American Preference as required by this contract. The Contractor shall be responsible to provide proof of 100% domestic materials prior to delivering materials to the site. Materials that are unable to meet this requirement shall be reported in the bid documents under Certifications Required by State and/or Federal Law, Buy American Certificate.”

#### EQUIPMENT AND MATERIALS

106-2.1 LIGHT FIXTURES.

Delete the entire section

Add the following:

“The luminaire shall have a sharp cut off at 70 degrees and capable of producing not less than 20,000 lumens and not more than 24,000 lumens.

The luminaire including the housing, driver and optical assembly shall be assembled in the U.S.A. The luminaire shall be assembled by and manufactured by the same manufacturer. The luminaire shall be in compliance with ANSI C136.37. LED light source(s) and driver(s) shall be RoHS compliant.

The Contractor shall submit, for approval, an electronic version of all associated luminaire IES files, AGI32 files and the TM-21 or TM-28 calculator spreadsheet with inputs and reports associated with the project luminaires. The Contractor shall also provide (as a minimum) an electronic (PDF) version of each of the following manufacturer's product data for each type of luminaire:

1. Descriptive literature and catalogue cuts for luminaire, LED driver, and surge protection device.
2. LED drive current, total luminaire input wattage and total luminaire current at the system operating voltage or voltage range and ambient temperature of 25 C.
3. LED efficacy per luminaire expressed in lumens per watt (lpw).

4. Initial delivered lumens at the specified color temperature, drive current, and ambient temperature.
5. Computer photometric calculation reports as specified and in the luminaire performance table.
6. TM-15 BUG rating report.
7. Isofootcandle chart with max candela point and half candela trace indicated.
8. Documentation of manufacturers experience and verification that luminaires were assembled in the U.S.A. as specified.
9. Supporting documentation of compliance with ANSI standards as well as UL listing as specified.
10. Supporting documentation of laboratory accreditations and certifications for specified testing as indicated.
11. Thermal testing documents as specified.
12. IESNA LM-79, LM-80 (or LM-84) and TM-21 (or TM-28) reports as specified.
13. Salt fog test reports and certification as specified.
14. Vibration Characteristics Test Reports and certification as specified.
15. Ingress Protection Test Reports as specified.
16. Written warranty.

A sample luminaire shall be provided upon request of the Resident Engineer. The sample shall be as proposed for the contract and shall be delivered to the Airport Office.

The luminaire shall be designed to be incorporated into a lighting system with an expected 20-year lifetime. The luminaire manufacturer shall have a minimum of seven (7) years' experience manufacturing LED outdoor parking lot luminaires.

Material. The luminaire shall be a single device not requiring onsite assembly for installation. The power supply for the luminaire shall be integral to the unit.

Finish. The exterior housing shall have a black finish. Painted or finished luminaire surfaces exposed to the environment shall exceed a rating of six, according to ASTM D1654, after 1000 hours of ASTM B117 testing. The coating shall exhibit no greater than 30% reduction of gloss, according to ASTM D523, after 500 hours of ASTM G154 Cycle 6 QUV® accelerated weathering testing.

Unless otherwise indicated in the plans, the luminaire color shall be grey.

The luminaire shall slip-fit on a mounting arm with a 2" diameter tenon (2.375" outer diameter), and shall have a barrier to limit the amount of insertion. The slip fitter clamp shall utilize four (4) bolts to clamp to the tenon arm. The luminaire shall be provided with a leveling surface and shall be capable of being tilted  $\pm 5$  degrees from the axis of attachment in 2.5 degree increments and rotated to any degree with respect to the supporting arm.

The housing shall be designed to prevent the accumulation of water, ice, dirt and debris and to ensure maximum heat dissipation.

The effective projected area of the luminaire shall not exceed 1.6 sq. ft.

The total weight of the luminaire(s) and accessories shall not exceed 75 pounds.

A passive cooling method with no moving, rotating parts, or liquids shall be employed for heat management.

The luminaire shall include a fully prewired, 7-pin twist lock ANSI C136.41-compliant receptacle. Unused pins shall be connected as directed by the Manufacturer and as approved by the Engineer. A shorting cap shall be provided with the luminaire.

Vibration Characteristics. All luminaires shall be vibration tested and pass ANSI C136.31 requirements. Luminaires shall be rated for "3G" peak acceleration. Vibration testing shall be run using the same luminaire in all three axes.

Labels and Decals. All luminaires shall have labels in accordance with ANSI C136.15 for an external label, and ANSI C136.22 for an internal label.

The luminaire shall be Listed for wet locations by a U.S. Occupational Safety Health administration (OSHA) Nationally Recognized Testing Laboratory (NRTL) and shall be in compliance with UL 8750 and UL 1598. It shall be identified as such by the NRTL tag/sticker on the inside of the luminaire.

Hardware. All fasteners shall be stainless steel. Captive screws are required on any components that require maintenance after installation.

Internal Luminaire Electrical Connections. Quick connect/disconnect plugs shall be supplied between the discrete electrical components within the luminaire such as the driver, surge protection device and optical assembly for easy removal. The quick connect/disconnect plugs shall be operable without the use of tools while wearing insulated gloves.

Provisions for any future house-side external or internal shielding should be indicated along with means of attachment.

Circuiting shall be designed to minimize the impact of individual LED failures on the operation of the other LED's.

Wiring. Wiring within the electrical enclosure shall be rated at 600v, 105°C or higher.

#### Driver.

The driver shall be integral to the luminaire. Integral driver components shall be mounted in the rear of the luminaire on the inside of a removable door or on a removable mounting pad. Driver wiring shall be connected by means of plugs. Upon unplugging the driver wiring the entire driver assembly shall remove for maintenance. The removable door or pad shall be secure when fastened in place and all individual components shall be secured upon the removable element. Each component shall be readily removable from the removable door or pad for replacement.

The plugs shall be keyed and shall be operable without the use of special tools by insulated, gloved hands

The driver shall tolerate indefinite open and short circuit output conditions without damage.

Ingress Protection. The driver Ingress Protection (IP) rating as defined in the ANSI/IEC 60529 standard shall have an IP66 rating.

Input Voltage. The driver shall be suitable for operation over a range of 120 to 277 volts or 347 to 480 volts as required by the system operating voltage.

Operating Temperature. The driver shall have an operating ambient temperature range of -40°C to 70°C.

Driver Life. The driver shall provide a life time of 100,000 hours at 25° C ambient.

Safety/UL. The driver shall be UL Listed under standard UL 1012.

Power Factor. Drivers shall maintain a power factor of 0.9 or higher and total harmonic distortion of less than 20%.

Driver efficiency. Efficiency of the driver is defined by the ratio of output power and input power. The driver shall deliver a maximum efficiency of >90% at maximum load and an efficiency of >85% for the driver operating at 50% power.

Electrical Interference. The driver shall meet the Electromagnetic Compatibility (EMC) requirements per FCC Title 47 Code of Federal Regulations (CFR) Part 15 Class A.

Thermal Fold Back. The driver shall reduce the current to the LED module if the driver is overheating due to abnormal conditions.

Dimming. The driver shall have dimming capability. The driver shall accept a dimming control signal that is compliant with the 0-10V protocol in accordance with ANSI C136.37.

Leakage current. The driver shall comply with safety standards in accordance with IEC 61347-1.

The Surge Protection Device shall be UL 1449 labeled as Type 4 and be an integral part of the luminaire. The SPD shall be compliant with ANSI C136.2-2014 (Draft).

#### Thermal performance

Thermal Testing shall be provided as defined by ANSI/UL 1598. The luminaire shall start and operate in the ambient temperature range specified in the driver section. The maximum rated case temperature of the driver, LEDs, and other internal components shall not be exceeded when the luminaire is operated in the ambient temperature range specified.

Mechanical design of protruding external surfaces (heat sink fins) shall facilitate hose-down cleaning and discourage debris accumulation. Testing shall be submitted (whenever is available) to show the maximum rated case temperature of the driver, LEDs, and other internal components are not exceeded when the luminaire is operated with the heat sink filled with debris.

#### LED Optical Assembly

The LED optical assembly shall be a scalable array consisting of discrete LED panels or modules. Each panel or module shall have a minimum IP rating of 66.

The optical assembly shall utilize high brightness, long life, minimum 70 CRI, 4,000K color temperature (+/- 300K) LEDs binned in accordance with ANSI C78.377. Lenses shall be UV-stabilized acrylic or glass.

Lumen depreciation at 50,000 hours of operation shall not exceed 15% of initial lumen output at the specified LED drive current and an ambient temperature of 25° C.

The luminaire may or may not have a glass lens over the LED modules. If a glass lens is used, it must be a flat lens. Material other than glass will not be acceptable. If a glass lens is not used, the LED modules may not protrude lower than the luminaire housing.

The assembly shall have individual serial numbers or other means for manufacturer tracking.

#### Photometric Performance.

Luminaires shall be tested according to IESNA LM-79. This testing shall be performed by a test laboratory holding accreditation from the National Institute of Standards and Technology (NIST) National Voluntary Laboratory Accreditation Program (NVLAP) for the IESNA LM-79 test procedure.

Data reports as a minimum shall yield an isofootcandle chart, with max candela point and half candela trace indicated, maximum plane and maximum cone plots of candela, a candlepower table (house and street side), a coefficient of utilization chart, a luminous flux distribution table, spectral distribution plots, chromaticity plots, and other standard report outputs of the above mentioned tests.

Lumen maintenance shall be measured for the LEDs according to LM-80 or for the luminaires according to LM-84. The LM-80 report shall be based on a minimum of 6,000 hours, yet 10,000 hour reports shall be provided for luminaires where those tests have been completed.

The luminaire shall have a BUG rating of Back Light B3 or less, Up Light rating of U0, and a Glare rating of G3 or less unless otherwise indicated in the luminaire performance table.”

The entire luminaire and all of its component parts shall be covered by a 10 year warranty. Failure is when one or more of the following occur:

- 1) Negligible light output from more than 10 percent of the discrete LEDs.
- 2) Significant moisture that deteriorates performance of the luminaire.
- 3) Driver that continues to operate at a reduced output due to overheating.

The warranty period shall begin on the date of project final acceptance. A copy of the acceptance letter shall be sent to the luminaire manufacturer and luminaire manufacturer’s representative by the Contractor upon final acceptance.

The replacement luminaire shall be of the same manufacturer, model, and photometric distribution as the original

#### 106-2.2 LIGHT POLES

Delete the first paragraph

Add the following:

“The proposed pole shall be a 15’ aluminum light pole with a straight round or rectangular cross section. The pole shall be one section. Each pole shall be supplied with dual davit arms mounted at 180 degrees and of a type compatible with the provided luminaire fixture. The luminaire and pole shall be of matching color.”

#### 106-2.4 LIGHT POLE FOUNDATIONS

Add the following:

“Light Pole foundations shall extend 60” below finished grade.”

#### CONSTRUCTION METHODS

##### 106-3.1

Add the following:

“Each luminaire shall be installed according to the luminaire manufacturer’s recommendations.

Luminaires which are pole mounted shall be mounted on site such that poles and arms are not left unloaded. Pole mounted luminaires shall be leveled/adjusted after poles are set and vertically aligned before being energized. When mounted on a tenon, care shall be exercised to assure maximum insertion of the mounting tenon. Each luminaire shall be checked to assure compatibility with the project power system. When the night-time check of the lighting system by the Resident Engineer indicates that any luminaires are mis-aligned, the mis-aligned luminaires shall be corrected at no additional cost.

No luminaire shall be installed before it is approved. Where independent testing is required, full approval will not be given until complete test results, demonstrating compliance with the specifications, have been reviewed and accepted by the Engineer.

Pole wiring shall be provided with the luminaire. Pole wire shall run from handhole to luminaire. Pole wire shall be sized No. 10, rated 600 V, RHW/USE-2, and have copper conductors, stranded in conformance with ASTM B 8. Pole wire shall be insulated with cross-linked polyethylene (XLP) insulation. Wire shall be trained within the pole or sign structure so as to avoid abrasion or damage to the insulation.

Pole wire shall be extended through the pole, pole grommet, luminaire ring, and any associated arm and tenon. The pole wire shall be terminated in a manner that avoids sharp kinks, pinching, pressure on the insulation, or any other arrangement prone to damaging insulation value and producing poor megger test results. Wires shall be trained away from heat sources within the luminaire. Wires shall be terminated so all strands are extended to the full depth of the terminal lug with the insulation removed far enough so it abuts against the shoulder of the lug, but is not compressed as the lug is tightened.

Included with the pole wiring shall be fusing located in the handhole. Fusing shall be according to Article 1065.01 of the Standard Specification for Road and Bridge Construction with the exception that fuses shall be 6 amperes.

Each luminaire and optical assembly shall be free of all dirt, smudges, etc. Should the optical assembly require cleaning, a luminaire manufacturer approved cleaning procedure shall be used.

Horizontal mount luminaires shall be installed in a level, horizontal plane, with adjustments as needed to insure the optics are set perpendicular to the traveled roadway.

The Contractor shall be responsible for coordinating the proposed bolt circle dia., anchor bolt size, and handhole orientation for the proposed light poles installed.

Work to be performed under this pay item is indicated in contract plan drawings and shall be in conformance with NEC, IDOT and local ordinances.”

#### 106-3.2 LIGHT POLE FOUNDATIONS

Add the following to the third paragraph:

“Foundations shall extend 60” below finished grade.”

#### 106-3.2 POWER AND CONTROL

Add the following:

“The lighting system shall be controlled with a photocell switch located on the exterior of the Electric Vault.”

#### BASIS OF PAYMENT

Add the following:

Special Provisions  
Morris Municipal Airport

Illinois Project No. C09-4629  
State Block Grant No. N/A

“Payment shall be made under:

Item AR106502 Apron Light Pole W/Double Fixture – per each.”

## ITEM 108 – INSTALLATION OF UNDERGROUND CABLE FOR AIRPORTS

### DESCRIPTION

#### 108-1.1

Delete all reference to direct bury cable and plowing.

Add the following:

“All cable shall be installed in duct via trenching. The Contractor may elect to directional bore cable in duct. No additional compensation will be made for additional costs resulting from directional boring.”

Add the following:

#### 108-1.2 REFERENCES

- A. ASTM Specification B3 – Standard Specification for Soft or Annealed Copper Wire.
- B. ASTM Specification B8 – Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft.
- C. FAA Advisory Circular 150/5345-7E, (or latest edition) "SPECIFICATIONS FOR L-824 UNDERGROUND ELECTRICAL CABLE FOR AIRPORT LIGHTING CIRCUITS.
- D. FAA AC No. 150/5345-53 “AIRPORT LIGHTING EQUIPMENT CERTIFICATION PROGRAM” (most current issue) and AC150/5345-53D, AIRPORT LIGHTING EQUIPMENT CERTIFICATION PROGRAM Appendix 3 Addendum.
- E. FAA AC No. 150/5370-2F (or most current issue) “OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION.
- F. Federal Specification A-A-59544 Cable and Wire, Electrical (Power, Fixed Installation).
- G. NFPA 70 – National Electrical Code (most current issue in force).
- H. NFPA 70E – Standard for Electrical Safety in the Workplace.
- I. OSHA 29 CFR Part 1910 Occupational Safety and Health Standards for electrical safety and lockout/tagout procedures.
- J. UL Standard 44 – Thermoset-Insulated Wires and Cables.
- K. UL Standard 83 – Thermoplastic-Insulated Wires and Cables.
- L. UL Standard 854 – Service Entrance Cables.
- M. UL Standard 1277 – Electrical Power and Control Tray Cables with Optional Optical-fiber members.
- N. UL Standard 1581 – Reference Standard for Electrical Wires, Cables, and Flexible Cords.

Add the following:

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

- A. Certification of compliance with Buy American Preference for all materials. All materials and equipment for these items shall comply with the Buy American Preference as required by this contract. The Contractor shall be responsible to provide proof of 100% domestic materials prior to delivering materials to the site. Materials that are unable to meet this requirement shall be reported in the bid documents under Certifications Required by State and/or Federal Law, Buy American Certificate.
- B. In order to expedite the shop drawing review, inspection and/or testing of materials, the Contractor shall furnish complete statements to the Project Engineer as to the origin, composition, and manufacturer of all material to be used in the work. Such statements shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.
- C. Indicate the pay item number for each respective cable and/or cable in unit duct.
- D. Shop drawings shall include wire/conductor/cable cut sheets with type, size, specifications, ETL or UL listing, manufacturer, and catalog or part number.
- E. Where cable is required to have colored coded insulation, provide information on the color coding for the respective conductors.

#### EQUIPMENT AND MATERIALS

##### 108-2.2 CABLE

Delete the fifth and sixth paragraph

Add the following:

“All cable for this project shall be stranded via 600-volt-7 strand. For power cable, conductor size shall not be smaller than No. 10 AWG. These limits on conductor sizes shall not apply to leads furnished by manufacturers of transformers and fixtures.”

##### 108-2.4 CABLE CONNECTIONS

Delete the entire section

Add the following:

“No underground splices shall be made in any cable. All cable run shall be a single uninterrupted run from the Vault to a light pole base or from a light pole base to the next light pole in the series.

All connections and splices of cable shall be made at points of access in the light pole or fixture.

The Contractor shall use a cable stripper/penciller whenever cable connections are made. All breaks in the unit duct shall be sealed by shrink kits.

##### 108-2.8 CABLE PLOWING EQUIPMENT.

Delete the entire section.

## CONSTRUCTION METHODS

### 108-3.1 GENERAL

Delete the sixth paragraph

Add the following:

“The cable quantities as shown on the Construction plans are based on straight-line measurement. All other cable lengths, such as slack or waste, will not be measured for payment.

The Contractor shall identify all existing underground utilities located within the area where the proposed cables are being installed, and will take all precautions to protect these utilities from damage. Care shall be taken so as not to damage any existing circuits. Any existing circuits damaged shall be immediately repaired to the satisfaction of the Engineer and/or the respective utility or owner where applicable. Any underground utility damaged will be repaired or replaced at the Contractor’s own expense. Any repairs of existing cables will be considered incidental to the contract, and no additional compensation will be allowed.

All activities of this project should allow for isolation and de-energizing of only the existing parking lot lighting. Should it be discovered that critical airfield lighting requires de-energizing due to worker safety and welfare, the Contractor shall immediately notify the Resident Engineer. The Contractor shall not de-energize any critical airfield lighting systems without express written consent from the Airport Manager.

Contractor shall comply with the requirements of FAA AC No. 150/5370-2F (or most current issue) “OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION”.

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

### 108-3.5 SPLICING.

Delete the entire section

Add the following:

“Splices will be allowed in new circuits only at fixtures, handholes, and splice cans as detailed on plans. No direct burial of splices will be allowed.”

### 108-3.9 PLOWING-IN OF CABLE IN UNIT-DUCT

Delete the entire section.

## METHOD OF MEASUREMENT

### 108-4.1

Delete the first paragraph

Add the following:

“The footage of cable and cable in duct will be measured for payment in feet in place in common trench, measured in place, completed, ready for operation, and accepted as satisfactory. No additional measurement will be made for multiple conductors in a common unit-duct. No extra quantity will be allotted for any vertical distances or the required cable slack, as stated under item 108-3.3.

Special Provisions  
Morris Municipal Airport

Illinois Project No. C09-4629  
State Block Grant No. N/A

BASIS OF PAYMENT

108-5.1

Add the following:

“Payment will be made under:

Item AR108660 3/C #10 600 V UG Cable in UD – per lineal foot

## ITEM 109 INSTALLATION OF AIROPORT TRANSFORMER VAULT AND VAULT EQUIPMENT

### DESCRIPTION

Add the following:

109-1.2 ITEM AR109210 VAULT MODIFICATIONS. This item shall consist of furnishing and installing electrical equipment and modifying the existing power distribution panel to accommodate the proposed parking lot lighting as shown on the Plans and as specified herein. This item shall include all labor, materials, transportation, equipment, wiring, raceways, grounding, warranties, tools, coordination, relocations, operational instructions, labeling, testing, and all incidentals required to place the vault and associated equipment into proper working order as a completed unit to the satisfaction of the Owner and Resident Engineer.

Included under this item shall be the following:

- A. Field verification of existing site conditions to determine complexity of the proposed work.
- B. Coordinating all work with the Airport Manager and the Resident Engineer.
- C. Furnishing and installing all associated electrical equipment, support hardware, raceways, conduits, cable, wiring, grounding, and accessories as detailed on the Plans and specified herein.
- D. Furnishing and installing all pull boxes, junction boxes, wireways, raceways, conduits, conduit fittings, and ducts within or at the vault.
- E. Furnishing and installing all necessary cable and wiring within or at the vault, as specified herein.
- F. Furnishing and installing all grounding and surge protection as required by the governing codes and equipment manufactures.
- G. Locating, identifying, and removing existing parking lighting cables, power cables, and control wiring, fuses/breakers as necessary to disconnect these respective cables and wiring from the existing equipment and replace these respective cables to the new parking lot lighting equipment. All work shall be coordinated with the Airport Manager and shall require a shutdown of any runway lighting or NAVAID equipment unless expressly authorized by the Airport Manager.
- H. Furnishing catalog cuts of supplied materials and equipment.
- I. Testing, adjusting, and retesting (where applicable) all new equipment and modifications to existing systems for proper operation.
- J. Labeling all electrical equipment and incidentals necessary to place all of the equipment in operation as a complete unit acceptable to the Owner and Resident Engineer.
- K. Furnishing operation, maintenance, and installation manuals for all new equipment.

109-1.3 ITEM AR 800038 REMOVE BASE MOUNTED LIGHT (FIXTURE). This item shall consist of the removal and disposal of existing light units and their foundations. This item shall include all labor, materials, transportation, tools, coordination, disposal of debris off-site.

### 109-1.4 REFERENCES

- A. ANSI C80.1 – Rigid Steel Conduit, Zinc Coated.
- B. ANSI C80.4 – Fittings Rigid Metal Conduit and EMT.

- C. ANSI Z535.4-2002 - American National Standard for Product Safety Signs and Labels.
- D. ASTM Specification B3 – Standard Specification for Soft or Annealed Copper Wire.
- E. ASTM Specification B8 – Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft.
- F. Federal Specification A-A-59544 Cable and Wire, Electrical (Power, Fixed Installation).
- G. FAA AC No. 150/5345-7E, (or latest edition) "SPECIFICATIONS FOR L-824 UNDERGROUND ELECTRICAL CABLE FOR AIRPORT LIGHTING CIRCUITS.
- H. FAA AC No. 150/5370-2F (or most current issue) "OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION.
- I. FAA-STD-019d dated August 9, 2002, Department of Transportation, Federal Aviation Administration Standard, LIGHTNING AND SURGE PROTECTION, GROUNDING, BONDING, AND SHIELDING REQUIREMENTS FOR FACILITIES AND ELECTRONIC EQUIPMENT.
- J. FAA-STD-019e, December 22, 2005, Department of Transportation, Federal Aviation Administration Standard, LIGHTNING AND SURGE PROTECTION, GROUNDING, BONDING AND SHIELDING REQUIREMENTS FOR FACILITIES AND ELECTRONIC EQUIPMENT.
- K. NFPA 70 – National Electrical Code (most current issue in force).
- L. NFPA 70E – Standard for Electrical Safety in the Workplace.
- M. OSHA 29 CFR Part 1910 Occupational Safety and Health Standards for electrical safety and lockout/tagout procedures.
- N. UL Standard 6 – Rigid Metal Conduit.
- O. UL Standard 44 – Thermoset-Insulated Wires and Cables.
- P. UL Standard 83 – Thermoplastic-Insulated Wires and Cables.
- Q. UL Standard 467 – Grounding and Bonding Equipment.
- R. UL Standard 486A-486B Wire Connectors.
- S. UL Standard 514B – Conduit, Tubing and Cable Fittings.

## EQUIPMENT AND MATERIALS

### 109-2.1 GENERAL

Add the following:

- C. "All materials for this item shall comply with the Buy American Preference as required by this contract. The Contractor shall be responsible to provide proof of 100% domestic materials prior to delivering materials to the site. Materials that are unable to meet this requirement shall be reported in the bid documents under Certifications Required by State and/or Federal Law, Buy American Certificate."

### 109-2.2 CONCRETE

Add the following:

“This material shall be used for any patching of the vault floor should it be necessary to install conduits for the use of the home runs from the parking lot lighting units.”

109-2.3 REINFORCING STEEL. Delete this section.

109-2.4 BRICK. Delete this section.

109-2.6 LIGHTING. Delete this section.

109-2.7 OUTLETS. Delete this section.

109-2.8 SWITCHES. Delete this section.

109-2.9 PAINT. Delete this section.

109-2.10 HIGH VOLTAGE BUS. Delete this section.

109-2.11 BUS CONNECTORS. Delete this section.

109-2.12 BUS SUPPORTS. Delete this section.

109-2.13 GROUND BUS. Delete this section.

109-2.16 POTHEADS. Delete this section.

109-2.17 PREFABRICATED METAL HOUSING. Delete this section.

109-2.19 OTHER ELECTRICAL EQUIPMENT.

Add the following:

“Branch circuit breakers, to be installed in the existing vault panelboard, shall be compatible with the existing panelboard. Circuit breakers shall have an amp interrupting capacity of 10,000 Amps minimum at 120/240 VAC. Circuit breaker amperage trip settings and number of poles shall be as required for the operation of the supplied parking lot lighting equipment.

Junction and pull boxes shall be sized, as required for conductors and splices and per 2014 NEC Article 314. Boxes shall be UL-listed. Special boxes made to suit conditions shall be used to accommodate the respective application, or where required by the NEC, even though they might not be indicated on the Drawings. Surface-mounted exterior junction and pull boxes located in non-hazardous, non-classified areas shall be NEMA 4X stainless steel or aluminum, Crouse-Hinds, Killark, Hoffman, Hennessy, or equal. All junction and pull boxes installed in classified hazardous areas (Class 1, Division 1 or 2, Group D) shall be NEMA 7 and NEMA 4 and shall comply with applicable provisions of the NEC, including, but not limited to, Articles 500 and 501.”

109-2.20 WIRE.

Add the following to Section A:

“THWN Wire. Cable shall comply with Underwriters’ Laboratories Standard UL-83 and Federal Specification A-A-59544. Conductor shall be soft-annealed, uncoated Copper and shall comply with ASTM B3 and B8. Insulation shall be rated for 600-Volt. Insulation shall be polyvinyl-chloride conforming to Underwriters’ Laboratories requirements for Type THW. The outer covering shall be nylon-conforming to Underwriters’ Laboratories for type THHN or THWN. Cable shall be UL-listed and marked THWN.”

Delete Section B.

109-2.21 FLOOR DRAINS. Delete this section.

#### CONSTRUCTION METHODS

109-3.1 GENERAL. Delete this section.

109-3.2 FOUNDATION AND WALLS. Delete this section.

109-3.3 ROOF. Delete this section.

109-3.4 FLOOR. Delete this section.

109-3.5 FLOOR DRAIN. Delete this section.

109-3.7 DOORS. Delete this section.

109-3.8 PAINTING. Delete this section.

109-3.9 LIGHTS AND SWITCHES. Delete this section.

109-3.10 GENERAL

Add the following:

“The Contractor shall furnish and install all materials necessary for complete and operational installation of the vault equipment, as specified herein and as shown on the Plans. The complete installation and wiring shall be done in a neat, workmanlike manner. All electrical work shall comply with the requirements of the NFPA 70 – National Electrical Code (NEC) most current issue in force, and all other applicable local codes, laws, ordinances, and requirements in force. Electrical equipment shall be installed in conformance with the respective manufacturer’s directions and recommendations for the respective application. Any installations which void the UL listing, ETL listing (or other third party listing), and/or the manufacturer’s warranty of a device will not be permitted.

- A. Contractor shall keep a copy of the latest NEC in force on site at all times during construction for use as a reference.
- B. Contractor shall keep a copy of the Plans, Special Provision Specifications including any addenda, and copies of any change orders on site at all times during construction.
- C. Contractor shall coordinate work and any power outages with the Airport Manager and the Resident Engineer. Airfield lighting systems shall not be shutdown except for reasons of emergency or handling of unforeseen circumstances. If the need for a shutdown does occur, the shutdown shall be approved by the Airport Manager prior to shutdown.
- D. All landside circuits maybe shutdown upon notice to the Airport Manager or Resident Engineer. Once shut down, the circuits shall be labeled as such to prevent accidental energizing of the respective circuits. All personnel shall follow U.S. Department of Labor Occupational Safety & Health Administration (OSHA) 29 CFR Part 1910 Occupational Safety and Health Standards for electrical safety and lockout/tagout procedures including, but not limited to, 29 CFR section 1910.147 The Control of Hazardous Energy (lockout/tagout).
- E. Contractor shall comply with the applicable requirements of NFPA 70E – Standard for Electrical Safety in the Workplace.

- F. All electrical equipment installed by the Contractor shall be properly labeled, and all cables must be tagged.
- G. All power cables shall be installed in conduit, wireways, pull boxes, junction boxes, or raceways. No exposed power or control wiring will be permitted.
- H. All changes to the airfield lighting system control wiring will be documented by the Contractor and provided to the Resident Engineer.
- I. Locate Existing Underground Utilities and Cables. The location, size, and type of material of existing underground and/or aboveground utilities indicated on the Plans are not represented as being accurate, sufficient, or complete. Neither the Owner nor the Engineer assumes any responsibility whatever in respect to the accuracy, completeness, or sufficiency of the information. There is no guarantee, either expressed or implied, that the locations, size, and type of material of existing underground utilities indicated are representative of those to be encountered in the construction. It shall be the Contractor's responsibility to determine the actual location of all such facilities, including service connections to underground utilities. Prior to construction, the Contractor shall notify the utility companies of his operational plans, and shall obtain, from the respective utility companies, detailed information and assistance relative to the location of their facilities and the working schedule of the companies for removal or adjustment, where required. In the event an unexpected utility interference is encountered during construction, the Contractor shall immediately notify the utility company of jurisdiction. The Owner's Representative and/or the Resident Engineer shall also be immediately notified. Any damage to such mains and services shall be restored to service at once and paid for by the Contractor at no additional cost to the Contract. All utility cables and lines shall be located by the respective utility. **Contact JULIE (Joint Utility Location Information for Excavators) for utility information, phone: 1-800-892-0123.** Also contact Airport Director/Manager and Airport Personnel for assistance in locating underground Airport cables and/or utilities. Also coordinate work with all aboveground utilities.
- J. Contractor shall comply with the requirements of FAA AC No. 150/5370-2F (or most current issue) "OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION".
- K. Secure, identify, and place any temporary exposed wiring in conduit to prevent electrocution and fire ignition sources."

109-3.11 POWER SUPPLY EQUIPMENT. Delete this section.

109-3.12 SWITCHGEAR AND PANELS. Delete this section.

109-3.13 DUCT AND CONDUIT.

Add the following:

- A. Conduit shall be installed in accordance with the following:
  - 1. All service, feeder, branch circuit, and control circuit conduits associated with the vault shall be galvanized rigid steel conduit unless directed otherwise by the Resident Engineer.
  - 2. Schedule 40 PVC conduits shall be used for individual grounding electrode conductors and/or bonding jumpers.
- B. Conduit Runs:
  - 1. All conduits shall be sized, as indicated on the Drawings, or if conduit sizes not shown shall be in accordance with the NEC. All conduit systems shall be mechanically and electrically continuous from source of current to all outlets and grounded in accordance with the NEC.

2. Run all exposed conduit parallel to building walls using right angle bends. Exposed diagonal runs of conduit will not be permitted. Do not install conduit on roof surfaces unless specifically indicated on the Drawings.
3. Ream conduit after threads are cut. Cut ends square and butt solidly into couplings.
4. Prevent the accumulation of water, foreign matter, or concrete in the conduits during the execution of the work. Temporarily plug conduit, blowout, and swab before wires are pulled.
5. Fasten conduits to all sheet metal boxes and cabinets with two locknuts in accord with the NEC where insulated bushings are used and where bushings cannot be brought into firm contact with the metal enclosures; otherwise, use at least a single locknut and bushing.
6. Seal each underground joint and make water-tight.
7. Where building construction or other conditions make it impossible to use standard threaded couplings, install water-tight, threaded unions.
8. Make changes in direction of runs with symmetrical bends or cast-metal fittings. Make field-made bends and offsets with conduit bending machine to avoid changing the internal diameter of the conduit and not damage its protective coating either inside or outside. Individual bends shall not exceed 90 degrees, and not more than 270 degrees total bends will be allowed in any one conduit run. Where more bends are necessary, and conduit runs exceed 150 lin. ft., install a suitable pull box or junction box.
9. Provide empty conduits installed with a pull wire. Pull wire shall be No. 14 AWG, zinc-coated steel or of plastic having not less than 200 lb. tensile strength. Leave not less than 12 in. of slack at each end of the pull wire.
10. Provide duct seal at conduit terminations inside enclosures where the respective conduit is from below grade.
11. All enclosures rated NEMA 4, 4X shall have watertight hubs at conduit entrances UL listed NEMA 4, 4X for the respective enclosure to maintain the NEMA 4, 4X rating. Provide NEMA 4 hubs at conduit entrances for equipment rated NEMA 3R to maintain a watertight seal.

109-3.14 CABLE ENTRANCE AND HIGH-VOLTAGE BUS SYSTEM. Delete this section.

109-3.15 WIRING AND CONNECTIONS.

Add the following:

“Low-voltage wiring shall maintain separation from high-voltage wiring. Low-voltage and high-voltage wiring shall not be installed in the same raceway. Low-voltage and high-voltage wiring shall not be installed in the same handhole or junction box.”

109-3.17 EXISTING EQUIPMENT RELOCATIONS AND REMOVALS.

Add the following:

Existing Base Mounted Light (Fixture) shall be removed in accordance with Section 842 of the Standard Specifications for Road and Bridge Construction, except that the entire existing foundation shall be removed. No portion of the materials shall be salvaged and all materials become the property of the Contractor.

METHOD OF MEASUREMENT

109-4.1 Replace the paragraph with the following:

“Vault modifications shall be measured as a lump sum complete item.”

109-4.2 Replace the paragraph with the following:

“The quantity of base mounted light (fixture) removed will be measured for each unit completely removed and disposed of.”

109-4.3 Delete this section.

#### BASIS OF PAYMENT

109-5.1 Payment will be made at the contract lump sum price for a complete vault modification. This payment shall include all necessary investigations, identification of existing equipment, removal of existing parking lot lighting controls, cable, breakers, and conduit as necessary, furnishing and installation of new cabling, breakers, photocells, and necessary conduit required to provide access to the vault interior from the home run circuit, labor, preparation, assembly, equipment, tools, and incidentals necessary to complete the item.

109-5.2 Payment will be made at the contract unit price of each Base Mounted Light (Fixture) removed. This payment shall include all necessary labor, equipment, tools to remove the existing light pole fixture, and foundation.

Payment will be made under:

Item AR109210 Vault Modifications – per lump sum  
Item AR125902 Remove Base and Mounted Light – per each