# 03A

Letting April 27, 2018

# Notice to Bidders, Specifications and Proposal



Springfield, Illinois 62764

Contract No. SA032 Salem-Leckrone Airport Salem, Illinois Marion County Illinois Project No. SLO-4622 SBG Project No. N/A



- 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 April 27, 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. SA032 Salem-Leckrone Airport Salem, Illinois Marion County Illinois Project No. SLO-4622 SBG Project No. N/A

Widen and Rehabilitate Airport Entrance Road and Automobile Parking Lot

For engineering information, please contact Barry S. Stolz, P.E. of Hanson Professional Services, Inc. at 314.942.5288.

#### 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 <u>8.0</u>%.
- SPECIFICATIONS AND DRAWINGS. The work shall be done in accordance with the Illinois Standard Specifications for Construction of Airports, the Special Provisions dated <u>March 2, 2018</u>, and the Construction Plans dated <u>March 2, 2018</u> as approved by the Illinois Department of Transportation, Division of Aeronautics.

- 8. BIDDING REQUIREMENTS AND BASIS OF AWARD. When alternates are included in the proposal, the following shall apply:
  - a. Additive Alternates
    - (1) Bidders must submit a bid for the Base Bid and for all Additive Alternates.
    - (2) Award of this contract will be made to the lowest responsible qualified bidder computed as follows:

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

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

- b. Optional Alternates
  - (1) Bidders must submit a bid for the Base Bid and for either Alternate A or Alternate B or for both Alternate A and Alternate B.
  - (2) Award of this contract will be made to the lowest responsible qualified bidder computed as follows:

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

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

The contract time for this contract is <u>Base Bid: 31 calendar days; Additive Alternate 1: 6 additional calendar days</u>.

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

By Order of the Illinois Department of Transportation

Randall S. Blankenhorn, Secretary



#### Division of Aeronautics Proposal Bid Bond

 Sponsor
 Item No.

IL Proj. No.
 SBG Pr. No.

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, th	ie said PRINCIPAL and the	said SURETY have caus	sed this instrument to be sig	aned by
their respective officers	day of		A.D.,	_ ·
PRINCIPAL				
(Company Nar	ne)		(Company Na	ame)
Ву		By:		
(Signature	e & Title)		(Signature of Atto	rney-in-Fact)
	Notary Certific	cation for Principal and	Surety	
STATE OF ILLINOIS,				
County of				
l,		, a Notary Pub	lic in and for said County, o	to hereby certify that
		and		
(	Insert names of individuals	signing on behalf of PRIN	NCIPAL & SURETY)	
who are each personally known to m and SURETY, appeared before me ti and voluntary act for the uses and pu	e to be the same persons w his day in person and ackno	vhose names are subscri	bed to the foregoing instru	ment on behalf of PRINCIPAL
Given under my hand and nota	rial seal this	day of		A.D.
My commission expires				
				Public
In lieu of completing the above sect marking the check box next to the S and the Principal and Surety are firm	ignature and Title line below	w, the Principal is ensuri	ng the identified electronic	bid bond has been executed

Electronic Bid Bond ID#

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)

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

#### APPENDIX A

Area Covered (Statewide)

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

Goals for Women apply nationwide.	
GOAL	Goal (percent)
Female Utilization	6.9
	APPENDIX B

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

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

083	0	
	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 - IL - Macon	7.6
	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	
007		
087	Peoria, IL: SMSA Counties:	
	1040 Bloomington - Normal, IL - IL - McLean	2.5
	6120 Peoria, IL -	4.4
	IL - Peoria, Tazewell, Woodford Non-SMSA Counties -	3.3
	IL - Fulton, Knox, McDonough, Marshall, Mason, Schuyler, Stark, Warren	
000		
088	Rockford, IL: SMSA Counties:	
	6880 Rockford, IL - IL - Boone, Winnebago	6.3
	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 - IL - Carroll, Hancock, Henderson, Mercer, Whiteside	3.4
	IA - Clinton, DesMoines, Henry, Lee, Louisa, Muscatine	
	MO - Clark	

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

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 to subcontractors to achieve the Plan goals and timetables.

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

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

#### State of Illinois Department of Transportation

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

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

#### 1. General

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

#### 2. Equal Employment Opportunity Policy

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

#### 3. Equal Employment Opportunity Officer

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

#### 4. Dissemination of Policy

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

#### 5. Recruitment

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

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

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

#### 6. Personnel Actions

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

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

#### 7. Training and Promotion

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

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

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

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

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

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

#### 10. Records and Reports

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

- a. The records kept by the Contractor shall document the following:
  - (1) the number of minorities, non-minorities and females employed in each work classification on the project;
  - (2) the progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and females;
  - (3) the progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
  - (4) the progress and efforts being made in securing the services of DBE subcontractors, or subcontractors with meaningful minority and female representation among their employees.

b. The Contractor shall submit to IDOT a monthly report every month for the duration of the project, indicating the number of minority, nonminority and female employees currently engaged in each work classification required by contract work and the number of hours worked. This information is to be reported on Form SBE-956. If on-the-job training is being required by special provision, the Contractor will be required to collect and report training data.

#### State of Illinois Department of Transportation

#### SPECIAL PROVISION FOR REQUIRED PROVISIONS – STATE CONTRACTS

Effective: April 1 1965 Revised: January 1, 2017

#### I. SELECTION OF LABOR

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

#### EMPLOYMENT OF ILLINOIS WORKERS DURING PERIODS OF EXCESSIVE UNEMPLOYMENT

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

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

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

#### II. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

- 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 <a href="http://www.illinois.gov/idol/Pages/default.aspx">http://www.illinois.gov/idol/Pages/default.aspx</a>. It is the responsibility of the Contractor to review the rates applicable to the work of this contract at regular intervals in order to insure the timely payment of current rates. Provision of this information to the Contractor by means of the Department of Labor website satisfies the notification of revisions by the Department to the Contractor pursuant to the Act, and the Contractor agrees that no additional notice is required.
- 2. Payroll Records. The Contractor and each subcontractor shall make and keep, for a period of three years from the later of the date of final payment under the contract or completion of the contract, records of the wages paid to his/her workers. The payroll records shall include each worker's name, address, telephone number, social security number, classification, rate of pay, number of hours worked each day, starting and ending times of work each day, total hours worked each week, itemized deductions made, and actual wages paid. Upon seven business days' notice, these records shall be available at a location within the State, during reasonable hours, for inspection by the Department or the Department of Labor; and Federal, State, or local law enforcement agencies and prosecutors.
- 3. Submission of Payroll Records. 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 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

#### 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 Cor	ntract 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 and functional 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

#### 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: Widen and Rehabilitate Airport Entrance Road and Automobile Parking Lot at Salem-Leckrone, Contract SA032, 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 **Base Bid: 31 calendar days; Additive Alternate 1: 6 additional calendar days**, unless additional time is granted by the Engineer in accordance with the provisions of the specifications. In case of failure to complete the work on or before the time named herein, or within such extra time as may have been allowed by extensions, the bidder agrees that the Department of Transportation shall withhold from such sum as may be due him/her under the terms of this contract, the costs, as set forth in Section 80-09 Failure to Complete on Time of the Standard Specifications, which costs shall be considered and treated not as a penalty but as damages due to the State from the bidder by reason of the failure of the bidder to complete the work within the time specified in the contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

Effective: April 1, 2009

Idling Restrictions. The Contractor shall establish truck-staging areas for all diesel powered vehicles that are waiting to load or unload material at the jobsite. Staging areas shall be located where the diesel emissions from the equipment will have a minimum impact on adjacent sensitive receptors. The

Department will review the selection of staging areas, whether within or outside the existing highway right-of-way, to avoid locations near sensitive areas or populations to the extent possible. Sensitive receptors include, but are not limited to, hospitals, schools, residences, motels, hotels, daycare facilities, elderly housing and convalescent facilities. Diesel powered engines shall also be located as far away as possible from fresh air intakes, air conditioners, and windows. The Engineer will approve staging areas before implementation.

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

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

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

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

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

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

#### SPECIAL PROVISION FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

Effective: September 1, 2000 Revised: 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 statefunded contracts, the federal government has no involvement in such contracts (not a federal-aid contract) and no responsibility to oversee the implementation of this Special Provision by the Department on those contracts. DBE participation on 100 percent state-funded contracts will not be credited toward fulfilling the Department's annual overall DBE goal required by the US Department of Transportation to comply with the federal DBE program requirements.

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

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

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

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

<u>CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR</u>. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined 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 8.0% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

(a) The bidder documents that enough DBE participation has been obtained to meet the goal or,

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

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

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 <u>DOT.DBE.UP@illinois.gov</u> 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.

<u>GOOD FAITH EFFORT PROCEDURES</u>. 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 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 must show that go a 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.

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

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

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

(c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.

(d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:

(1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

(2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission is receives as a result of the lease arrangement.

- (e) DBE as a material supplier:
- (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
- (2) 100 percent goal credit for the cost of materials of supplies obtained from a DBE manufacturer.

(3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a DBE regular dealer or DBE manufacturer.

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

(a) <u>NO AMENDMENT</u>. No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.

(b) <u>CHANGES TO WORK</u>. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A or AER 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, than a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.

(c) <u>SUBCONTRACT</u>. The Contractor must provide DBE subcontracts to IDOT upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.

(d) <u>ALTERNATIVE WORK METHODS</u>. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:

(1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or

(2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or

(3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.

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

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

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

(1) The listed DBE subcontractor fails or refuses to execute a written contract;

(2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;

(3) The listed DBE subcontractor fails or refuses to meet the prime Contractor's reasonable, nondiscriminatory bond requirements;

(4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;

(5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law.

(6) You have determined that the listed DBE subcontractor is not a responsible contractor;

(7) The listed DBE subcontractor voluntarily withdraws from the projects and provides to you written notice of its withdrawal;

(8) The listed DBE is ineligible to receive DBE credit for the type of work required;

(9) A DBE owner dies or becomes disabled with the result that the listed DBE subcontractor is unable to complete its work on the contract;

(10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the prime Contractor can substitute another DBE or non-DBE contractor after contract award.

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

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

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

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

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

Effective: June 2, 2012 Revised: April 2, 2015

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

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

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

#### SUBCONTRACTOR MOBILIZATION PAYMENTS

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

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

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

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

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

#### PAYMENTS TO SUBCONTRACTORS

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

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

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

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

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

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

#### SPECIAL PROVISION FOR NPDES CERTIFICATION

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

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

The Airport Owner or its Agent will:

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

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

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

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

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

## SECTION III

Salem-Leckrone Airport Salem, Illinois

### Widen and Rehabilitate Airport Entrance Road and Automobile Parking Lot

Illinois Project No.: SLO-4622

Prepared By:



Engineering | Planning | Allied Services



Hanson Professional Services Inc. 1525 S. Sixth St. Springfield, IL 62703

March 2, 2018



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#### FOREWORD

These Special Provisions, together with applicable Standard Specifications, Rules and Regulations, Contract Requirements for Airport Improvement Projects, Payroll Requirements and Minimum Wage Rates, which are hereto attached or which by reference are herein incorporated, cover the requirements of the State of Illinois, Department of Transportation (IDOT), Division of Aeronautics (IDA) for the following improvement project at the **Salem-Leckrone Airport, Salem, Illinois**, including the following:

#### SCOPE OF WORK

This project shall consist of the rehabilitation of the existing airport entrance roads and parking lot, as well as widening the airport entrance roads. The project includes crack repair, unclassified excavation, bituminous placement, drainage improvements, marking and associated items.

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

The State of Illinois Department of Transportation, Division of Aeronautics, <u>Standard Specifications for Construction of Airports</u>, adopted April 1, 2012, shall govern the project, except as otherwise revised or noted in these Special Provisions. All references to IDOT Specifications refer to <u>Standard Specifications for Road and Bridge Construction</u>, Illinois Department of Transportation, adopted April 1, 2016, as revised. In the event of inconsistencies between the Standard Specifications and the Special Provisions, the Special Provisions shall govern. The Contractor shall maintain a minimum of one printed copy of the relevant sections of the <u>Standard Specifications for Construction of Airports</u> on the project site at all times. The <u>Standard Specifications for Construction of Airports</u> is available on line at the following address link:

http://www.idot.illinois.gov/ RESOURCES Manuals & Guides

#### **REFERENCES**

The following Federal Aviation Administration Advisory Circulars are referenced on the Plans and/or Special Provision Specifications in regard to safety on airports. These Advisory Circulars are available on the FAA web site at http://www.faa.gov/regulations policies/advisory circulars

- A. FAA AC No. 70/7460-1L (or most current issue) "Obstruction Marking and Lighting."
- B. FAA AC No. 150/5210-5D (or most current issue) "Painting, Marking, and Lighting of Vehicles Used on an Airport."
- C. FAA AC No. 150/5300-13A "AIRPORT DESIGN."
- D. FAA AC No. 150/5370-2G (or most current issue) "Operational Safety on Airports During Construction."

#### **DIVISION I – GENERAL PROVISIONS**

#### SECTION 70. LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

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

"This project will not require the closing of any runways or taxiways.

The Contractor will be responsible for placing barricades and/or traffic cones at the locations shown on the Construction Plans, or as directed by the Airport Manager. It will be the Contractor's responsibility to furnish and maintain the barricades equipped with red flashing or red, steady-burn lights and 20-in. sq. orange flags throughout the duration of this project.

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, which is 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."

#### Add the following:

<u>70-27 AIRPORT SECURITY NOTES.</u> Airport security will be maintained at all times. The Contractor will monitor the site access to the proposed job site to insure no one will enter the access gate that is not authorized to be on the construction site or on the air side of the airport.

<u>70-29 SITE INSPECTION.</u> The Contractor shall be responsible for an on-site inspection prior to submitting a bid on this project. Upon receipt of a bid, it shall be assumed that the Contractor is fully familiar with the construction site.

<u>70-30 SAFETY PLAN COMPLIANCE DOCUMENT.</u> Prior to the issuance of a construction Notice-to-Proceed (NTP), the Contractor shall be responsible for preparing and submitting a Safety Plan Compliance Document in accordance with FAA Advisory Circular 150/5370-2G, paragraph 2.4.2, or equivalent section in subsequent/current issue. The Airport Director shall approve this document and submit to the Division of Aeronautics for approval prior to the NTP issuance.

#### END OF SECTION 70

#### **SECTION 80. PROSECUTION AND PROGRESS**

#### 80-13 CONTRACTOR'S ACCESS TO AIRFIELD. Add the following to this section:

The Contractor's personnel and equipment shall not traverse outside the designated work areas to other locations on the Airport. The designated haul route will be the only vehicular access to the construction site. It will be the responsibility of the Contractor to maintain the proposed haul route and equipment parking area for the duration of the project.

The Contractor will be responsible for obtaining any permits necessary to use the State/County/Township/City roads. All work required in complying with the above requirement will be considered incidental to the Contract, and no additional compensation will be allowed.

Failure to use the prescribed haul routes and equipment parking area or adhere to the safety requirements will result in the suspension of work.

#### Add the following:

<u>80-14 EMPLOYEE PARKING.</u> The Contractor's employees shall park their personal vehicles in the designated Equipment Parking Area as shown on the Proposed Safety Plan Sheets. The Contractor will transport the workers from the parking area to the work area. Only Contractor vehicles needed for construction will be allowed outside of the proposed equipment parking area. No employee vehicle will be allowed onto the proposed construction site.

<u>80-15 EQUIPMENT PARKING AND MATERIAL STORAGE.</u> The Contractor will be allowed to park equipment and store material in the Proposed Equipment Parking Area shown on the Safety Plan Sheets. The Contractor will maintain this area throughout the duration of the project and restore it to its original condition upon completion of the project. This work will be considered incidental to the Contract and no additional compensation will be allowed.

#### END OF SECTION 80

#### DIVISION II PAVING CONSTRUCTION DETAILS

#### ITEM 150510 ENGINEER'S FIELD OFFICE

#### DESCRIPTION

<u>150-1.1</u> Add the following to this section:

"A cellular telephone will be required for exclusive use by the Resident Engineer/Technician for the duration of this project. The cellular telephone shall be hand-held and portable, and shall be approved by the Resident Engineer/Technician. The Resident Engineer/Technician will use this cellular telephone for project related phone calls only. The Contractor will be responsible for all charges associated with this cellular telephone. Upon completion of the project the cellular telephone will be returned to the Contractor."

#### CONSTRUCTION METHODS

#### 150-2.1

Revise the following in the list of equipment and furniture required in the office:

- "B. Delete this item
- C. One two-drawer legal letter size filing cabinet with lock and an Underwriter's Laboratories insulated file device 350 degrees one hour rating.
- H. A cellular telephone with voicemail and a functional internet Wi-Fi device such as a mobile hot spot providing hi-speed broadband internet access to the field office. Dial up, or equivalent, internet service will not be acceptable.
- J. Delete this item.

Add the following to the list of equipment and furniture required in the office:

- (N) One lockable cabinet or closet that is large enough in which a nuclear density machine may be stored.
- (O) High-speed internet access shall be provided to the field office by the Contractor via modem, if phone or cable connections are available. If they are not, the contractor shall provide a wireless Aircard, or similar; internet access method which shall be approved by the Resident Engineer/Technician. Dial up, or equivalent, internet service will not be acceptable.

#### **BASIS OF PAYMENT**

<u>150-3.1</u> Add the following to this section:

"The cellular telephone and associated charges will be included in the contract unit price per lump sum for Engineer's Field Office. This price shall include all utility costs and shall reflect the salvage value of the building or buildings, equipment, and furniture which remain the property of the Contractor after release by the Engineer, except the Project Engineer's firm will pay that portion of the monthly long distance, monthly local telephone, and online data usage that, when combined, exceed \$250.

Payment will be made under:

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

#### **ITEM 150520 MOBILIZATION**

#### **BASIS OF PAYMENT**

<u>150-5.1</u> Add the following to this section:

"Payment will be made under:

Item AR150520 Mobilization - per lump sum."

#### ITEM 150540 HAUL ROUTE

#### DESCRIPTION

<u>150540-1.1.</u> This item of work shall consist of the construction/utilization, maintenance, and restoration of the proposed haul route and equipment parking area that are needed to provide access to the proposed construction area as shown on the Construction Plans. The entrance to the project site will be from an access road off of Airport Road. The Contractor will utilize an existing access gate in the existing fenceline and existing pavements to access the site as shown on the Proposed Safety Plan sheets of the Construction Plan Set.

The proposed equipment parking area will also be utilized as shown on the Proposed Safety Plan sheets of the Construction Plan Set. The Contractor's personnel will park their personal vehicles in this area and be transported to the construction site by a Contractor vehicle.

#### CONSTRUCTION METHODS

<u>150540-2.1.</u> In accordance with section 50-04 of the Standard Specifications, it is the Contractor's responsibility to obtain permission and any applicable permits to use the roads (federal, state, county, city, township) leading to the airport construction site.

The Contractor shall utilize the haul route and equipment parking and material storage areas to provide all weather access to the construction site. The haul route and equipment parking and material storage areas will be maintained so as not to cause delays to the proposed construction. Any temporary additions to the haul route outside of the existing pavements will be made of any suitable aggregate material to provide an all-weather haul route, and temporary drainage pipes shall be installed as necessary to maintain existing drainage pipes will be removed.

Restoration: The haul route, parking and material storage area shall be restored to their original condition and configuration. The access gate and chain-link fence shall be restored to its original condition and configuration, if necessary. The disturbed turf areas that are outside of the proposed seeding and mulching limits will be regraded to drain, seeded and mulched in accordance with Item 901 - Seeding and Item 908 - Mulching. The restoration of these areas will be considered as part of this item.

Safety: <u>All traffic control, safety, and permitting requirements associated with the construction</u> and use of the haul routes are the responsibility of the Contractor.

#### **BASIS OF PAYMENT**

<u>150540-3.1.</u> Payment will be made at the contract unit price per lump sum for utilizing, maintaining and restoring the haul route and equipment parking area as specified. This price shall be full compensation for furnishing, installing, maintaining and restoration; for all labor, equipment, and incidentals necessary to complete this item of work.

Payment will be made under: Item AR150540 Haul Route - per lump sum

#### ITEM 152 UNCLASSIFIED EXCAVATION

#### CONSTRUCTION METHODS

#### 152-2.6 FORMATION OF EMBANKMENT. Add the following to this section:

"The areas adjacent to the proposed pavement shall be cultivated/disked to the satisfaction of the Resident Engineer/Technician prior to placement of additional material. Following placement these areas will require light compaction to the satisfaction of the Resident Engineer/Technician."

152-2.8 HAUL. Add the following to this section:

"The Contractor shall take special precautions when hauling excavated material so as not to create deep ruts in the hauling areas adjacent to the site. All existing graded or turfed areas outside of the construction limits which are disturbed or rutted by the Contractor during the hauling operation shall be regraded and returfed (according to specifications 901 and 908) at his own expense to the satisfaction of the Resident Engineer/Technician."

#### METHOD OF MEASUREMENT

Revise this section to read as follows:

"No measurement shall be made for unclassified excavation.

Shoulder adjustment material shall be approved prior to installation and contain enough organic content to sustain a stand of grass. No pH, gradation or organic will be required. Shoulder adjustment measured for payment shall be the number of square yards measured in its final position at the locations shown in the plans or as directed by the Engineer. No measurement for payment shall be made for topsoil stripping, spreading and excavation associated with the shoulder adjustment."

#### **BASIS OF PAYMENT**

Revise this section to read as follows:

"Payment for unclassified excavation shall be made at the contract unit price per lump sum. This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.

Payment shall be made at the contract unit price per square yard for "Shoulder Adjustment". This price shall be full compensation for topsoil stripping, stockpiling and spreading, excavation and for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under: Item AR152411 Unclassified Excavation - per lump sum. Item AR152480 Shoulder Adjustment - per square yard."
# ITEM 201661 CLEAN & SEAL BITUMINOUS CRACKS

## MATERIALS

#### 201-2.3 BACKER ROD. Delete this section.

#### EQUIPMENT

#### 201-3.2 CRACK ROUTING/CLEANING MACHINE.

Revise the last sentence of this section to read as follows:

"The machine shall be capable of routing cracks to sufficient depths for installation of joint sealant in accordance with the details in the attachments."

## **CONSTRUCTION METHODS**

#### 201-4.1 PREPARATION OF CRACKS.

Revise the second, third and fourth paragraphs to read as follows:

"<u>Crack/Joint Sealing (5/8" to 1" Wide</u>): Cracks and joints in this width range shall be cleaned of all dirt, existing sealant and debris to a depth sufficient to allow for the new joint sealant at the thickness specified in Section 201-4.2.

<u>Crack/Joint Sealing (3/8" to 5/8" Wide)</u>: These cracks and joints shall be cleaned of all dirt, debris, and old sealant. Routing shall be as necessary to shape the sealant reservoir and provide adequate depth for sealant.

<u>Crack/Joint Sealing (Less Than 3/8" Wide)</u>: These cracks and joints shall be routed to a minimum of 3/8" wide and to a sufficient depth to provide the joint sealant. The routed reservoir shall be cleaned and sealed."

# ITEM 209 CRUSHED AGGREGATE BASE COURSE

## **CONSTRUCTION METHODS**

<u>209-3.4 FINISHING AND COMPACTING.</u> Revise the fifth sentence to read as follows:

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

## **BASIS OF PAYMENT**

<u>209-5.1</u> Add the following to this section:

"Payment will be made under:

Item AR209510 Crushed Aggregate Base Course - per ton."

# ITEM 401 BITUMINOUS SURFACE COURSE - SUPERPAVE

## **CONSTRUCTION METHODS**

#### 401-4.4 HMA PAVERS

Items A and B in the last paragraph are deleted for this project.

<u>401-4.5 ROLLERS</u> Revise the first sentence to read as follows:

"Rollers may be of the vibratory or steel wheel type."

## **BASIS OF PAYMENT**

<u>401-6.1</u> Add the following to this section:

"Payment will be made under:

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

# ITEM 401655 BUTT JOINT CONSTRUCTION

# **BASIS OF PAYMENT**

<u>401-5.1</u> Add the following to this section:

"Payment will be made under:

Item AR401655 Butt Joint Construction - per square yard."

# ITEM 602 BITUMINOUS PRIME COAT

# **BASIS OF PAYMENT**

<u>602-5.1</u> Add the following to this section:

"Payment will be made under:

Item AR602510 Bituminous Prime Coat - per gallon."

# ITEM 603 BITUMINOUS TACK COAT

# **BASIS OF PAYMENT**

<u>603-5.1</u> Add the following to this section:

"Payment will be made under:

Item AR603510 Bituminous Tack Coat - per gallon."

# ITEM 620 PAVEMENT MARKING

## MATERIALS

<u>620-1.1</u> Add the following to this section:

"The paint used to mark the proposed pavements shall be waterborne paint in accordance with Item 620."

620-2.2 PAINT. Add the following as the first paragraph:

"Yellow paint shall conform to Federal Standard No. 595, color 33538 or 33655."

#### **BASIS OF PAYMENT**

620-5.1 Add the following to this section:

"Payment will be made under:

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

## ITEM AR800571 PAVEMENT MARKING – SPECIAL, HANDICAP SYMBOL

#### GENERAL

This item of work shall consist of painting of the handicap symbol in a parking stall to indicate a parking stall reserved for the sole use of the handicapped.

#### MATERIALS

The proposed pavement marking materials shall be yellow in color and in accordance with Section 620 (waterborne).

#### CONSTRUCTION METHODS

The pavement markings shall be placed as shown on the Construction Plans and in accordance with Section 620 of the Standard Specifications for Construction of Airports, adopted April 1, 2012; as well as Section 400, Illustration B, Figure 43 "International Symbols" of the Illinois Accessibility Code, adopted April 24, 1997.

#### **BASIS OF PAYMENT**

Payment will be made at the contract unit price per each pavement marking – special, handicap symbol installed and accepted. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials; and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

Item AR800571 Pavement Marking – Special, Handicap Symbol - per each.

## END OF ITEM AR800571

# **DIVISION III – FENCING**

# ITEM 162 CHAIN-LINK FENCES (CLASS E)

## DESCRIPTION

#### 162-1.2 SHOP DRAWINGS. Add this section to read as follows:

"The Contractor shall furnish shop drawings for approval before ordering material and equipment for the following system components. Shop drawings are required for each gate. Note shop drawings that are submitted that do not include all of the following listed requirements will be rejected and will require resubmittal. Contractor shall use the following as a check list and shall verify all information noted below is included with the respective gate shop drawing prior to submitting the shop drawing for review. Shop drawings shall be clear and legible. Copies that are illegible will be rejected. Separate shop drawings or sufficient copies of hard copy shop drawings to meet the needs of his personnel, sub-contractor personnel, and equipment suppliers plus 4 copies to be retained by the Project Engineer. Shop drawings shall include the following information:

- a. In order to expedite the shop drawing review, inspection and/or testing of materials and equipment, the Contractor shall furnish complete statements to the Project Engineer as to the origin and manufacturer of all materials and equipment to be used in the work. Such statements shall be furnished promptly after execution of the Contract but, in all cases, prior to delivery of such materials and equipment.
- b. Certification that all steel used with the gate installation is manufactured from 100 percent domestic steel.
- c. Cut sheets and specifications for each type and size of sliding gate.
- d. Provide cut sheets with manufacturer's name, catalog number, dimensions, material, and UL listing for each type and size of ground rod used with the gate installation. Include certification that ground rods are made with 100 percent domestic steel.

## MATERIALS

#### <u>162-2.3 FENCE POSTS, POST TOPS AND EXTENSIONS, RAILS, GATES, BRACES,</u> <u>STRETCHER BARS, AND CLIPS.</u> Add the following to Item C.1:

"Gates shall be suitable for the respective application and in accordance with the respective gate manufacturer's recommendation for the respective application. Double cantilever structural slide gate shall consist of two cantilever structural slide gates of equal lengths that meet in the middle of the prescribed opening and include a latching interface. Gate construction shall comply with ASTM F 1184-05 for Type II - Cantilever Slide, Class 2 - steel frame and aluminum frame gates using internal rollers. Metal pipe and tubing used in the gate construction shall be aluminum complying with ASTM F1043 for materials and protective coatings. The gates shall be metal framed manufactured of aluminum, with cross bracing, sliding gate, cantilever-type, capable of spanning the prescribed clear opening, 4 feet in height and have an enclosed roller assembly to be protected from freezing rain and snow. Gate shall have double tracks supported

by gate posts on each side of the gate (interior and exterior). The gate frame shall be supported from the tracks by four, self-aligning, 4-wheeled, sealed lubricant, ball-bearing truck assemblies. All gates shall be adaptable to accommodate interface to an electric gate operator. Gate posts shall be fabricated from round galvanized steel pipe with outside dimensions and minimum weight according to ASTM F 1184 for Type II Gate Opening Width: Over 12 feet but not over 30 feet. Gate posts shall be minimum 4-inch O. D. (round) Schedule 40 weighing 9.11 lbs/ft.

## <u>162-2.11 SECURITY CHAIN AND PADLOCK.</u> Add this section to read as follows:

"The Contractor shall furnish a new security chain and padlock for slide gate (non-electric). Chain shall be 5/16-inch stainless steel cut into a three foot length. Padlock shall be solid brass body, corrosion resistant and ideal for harsh environments. Padlock dimensions shall be 2-inch shackle, 2-inch wide and 3/4-inch thick. Padlocks shall be keyed to match existing Airport padlock. The Contractor shall coordinate the furnishing of these padlocks with the Airport Owner."

#### **CONSTRUCTION METHODS**

#### <u>162-3.1 CLEARING FENCE LINE.</u> Add the following:

"All new fence shall be placed along a level, smooth, finished grade. The Contractor shall correct any irregularities in the ground's surface prior to installation of the fence where the irregular surface is located outside of the grading limits shown on the Plans. Also, the Contractor shall regrade the existing ground where indicated on the Construction Plans to furnish the specified maximum fence elevation. The cost for this grading shall be incidental to the Contract unit price for new fence or gates."

#### <u>162-3.6 ELECTRICAL GROUNDS</u>. Add the following:

"The ground wire connections to the fencing shall be with UL listed grounding connectors of cast bronze body and bronze or stainless steel bolts, nuts, and washers. Grounding connectors shall be sized and suitable for the respective application. Connections to ground rods shall be with UL listed grounding connectors suitable for direct burial in earth or exothermic weld type connectors, Cadweld by Pentair Erico Products, Thermoweld by Continental Industries, Inc., Ultraweld by Harger, or approved equal. Exothermic weld connections shall be installed in conformance with the respective manufacturer's directions using molds suitable for each respective application. Ground rods shall be 5/8-inch diameter by 8 feet long (minimum), UL-listed, copper-clad. Steel used to manufacture ground rods shall be 100 percent domestic steel. Include certification that ground rods are made with 100 percent domestic steel. The ground wire used to bond the fencing to the ground rod shall be #6 AWG bare solid Copper grounding electrode conductor."

#### 162-3.9 EXISTING FENCE CONNECTIONS. Add the following:

"The furnishing and installation of new terminal posts and brace spans and any other incidental modifications needed to provide an acceptable connection to existing fence shall not be paid separately but shall be included in the Contract unit price for the new slide gate."

## 162-3.11 FENCE AND GATE REMOVAL. Add the following:

"The fence/gate to be removed shall be removed completely, including posts and foundations. In turf areas, the existing posts shall be pulled and not cut off. All resulting holes in turf shall be filled and compacted to the satisfaction of the Resident Engineer/Technician. Turf areas disturbed by removal shall be restored in accordance with Item 901, except the areas will not be measured for payment. All removed materials not accepted by the Airport Owner, shall be disposed of off airport property."

### Add the following:

162-3.13 LOCATE EXISTING UTILITIES: The location, size, and type of material of existing underground and/or aboveground utilities indicated on the Plans are not represented as being Neither the Owner nor the Engineer assumes any accurate, sufficient or complete. 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/Resident Technician shall also be immediately notified. Any damage to such mains and services shall be restored to service at once and paid for by the Contractor at no additional cost to the Contract. All utility cables and lines shall be located by the respective utility. Contact JULIE (Joint Utility Location Information for Excavators) for utility information, phone: 1-800-892-0123. Contact the FAA (Federal Aviation Administration) for assistance in locating FAA cables and utilities. Location of FAA power, control, and communication cables shall be coordinated with and/or located by the FAA. Also contact Airport Director/Manager and Airport Personnel for assistance in locating underground Airport cables and/or utilities. Also coordinate work with all aboveground utilities.

Payment for locating and marking underground utilities and cables will not be paid for separately, but shall be considered incidental to the respective work item for which it is required.

#### **BASIS OF PAYMENT**

Add the following to this section:

"Payment will be made under:

Item AR162216 Class E Manual Slide Gate-16' - per each. Item AR162905 Remove Gate - per each."

# ITEM AS162761 ELECTRIC GATE UPGRADE

## DESCRIPTION

<u>162761-1.1</u> This item shall consist of upgrading the proposed manual slide gate (to be installed with the Base Bid on this project) to an operational electric slide gate (if the Additive Alternate Bid is awarded) in accordance with these Specifications and at the location shown on the Construction Plans. This item will include all labor, equipment, and materials required to put the proposed electric slide gate in proper working order. This item shall also include furnishing and installing all circuit breakers, surge arresters/protectors, disconnects, conduits, ducts, wire, and all other electrical equipment as detailed the Plans and specified herein, necessary for the completion of the gate operator system as detailed on the Construction Plans and within the Specifications. Cable, conduits, and ducts related to the electric feeder, branch circuits, and/or control wiring for the gate operator shall be paid for under Item AS162761.

The gate operator system for the **16 ft** clear opening gate shall include the following features:

- A. New slide gate (provided for in Base Bid) with operating hardware, gate operator, heater, controller, and detector amplifiers (provided for in Additive Alternate Bid.)
- B. The gate shall be a keypad access entry/free exit gate.
- C. The gate shall have an automatic closing feature activated by an adjustable timer. Safety loops shall be provided at both sides of the gate to delay the closing of the gate in the event that it detects that the vehicle has not yet passed through the gate. The inner loop shall also provide automatic opening to exit upon detection of a vehicle.
- D. A photoelectric eye shall be provided to prevent closing the gate if an obstruction is detected in the gate path when a "close" signal is activated.
- E. Power for the gate operator shall be from a 120/240 VAC, 1 phase, 3 wire service as detailed on the Plans.
- F. Controls and associated control wiring shall be as shown on the Plans and detailed herein.
- G. Include surge protection on the gate operator and associated control systems.
- H. Engage a factory trained and authorized service representative to provide commissioning, start-up, testing, adjustments, calibration and checkout for each electrically operated gate.

#### 162761-1.2 REFERENCES

- A. ANSI C80.1 Rigid Steel Conduit, Zinc Coated.
- B. ANSI C80.4 Fittings Rigid Metal Conduit and EMT.
- C. ASTM F 1184-05 Standard Specification for Industrial and Commercial Horizontal Slide Gates.

- D. ASTM F1043 Standard Specification for Strength and Protective Coatings on Steel Industrial Chain Link Fence Framework.
- E. ASTM F2200 Standard for Automated Vehicular Gate Construction.
- F. FAA AC No. 150/5370-2G (or most current issue) "OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION".
- G. Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, Adopted April 1, 2016.
- H. NEMA TC-2 Electrical Plastic Tubing and Conduit.
- I. NEMA TC-3 Fittings Rigid PVC Conduit and Tubing.
- J. NFPA 70 National Electrical Code (most current issue in force).
- K. NFPA 70E Standard for Electrical Safety in the Workplace.
- L. OSHA 29 CFR Part 1910 Occupational Safety and Health Standards for electrical safety and lockout/tagout procedures.
- M. UL Standard 6 Rigid Metal Conduit.
- N. UL 325, (Fourth Edition), Standard for Safety for Door, Drapery, Gate, Louver and Window Operators and Systems.
- O. UL Standard 651 Schedule 40 and 80 Rigid PVC Conduit.
- P. UL Standard 514B Conduit, Tubing and Cable Fittings

<u>162761-1.3 SHOP DRAWINGS.</u> The Contractor shall furnish shop drawings for approval before ordering material and equipment for the following system components. Shop drawings are required for the electric gate. Note shop drawings that are submitted that do not include all of the following listed requirements will be rejected and will require resubmittal. Contractor shall use the following as a check list and shall verify all information noted below is included with the respective electric gate shop drawing prior to submitting the shop drawing for review. Shop drawing shall be clear and legible. Copies that are illegible will be rejected. Separate shop drawings shall be prepared for each electric gate. Contractor personnel, and equipment suppliers plus 4 copies to be retained by the Project Engineer. Shop drawings shall include the following information:

A. In order to expedite the shop drawing review, inspection and/or testing of materials and equipment, the Contractor shall furnish complete statements to the Project Engineer as to the origin and manufacturer of all materials and equipment to be used in the work. Such statements shall be furnished promptly after execution of the Contract but, in all cases, prior to delivery of such materials and equipment.

- B. Cut sheets and specifications for the cantilever slide gate.
- C. Cut sheets and specifications for the gate operator. Include manufacturer's name, address, phone number, gate operator model number, gate operator UL listing or ETL/Intertek Testing Services verification/listing, gate load capability and drive rail force requirements, traveling speed, housing data, input voltage, motor horsepower rating, full load amperage requirements, manufacturer's recommended wiring requirements, and respective options, (heater option, audible beeper option, etc.).
- D. Include information, specs, and cut sheets for the surge suppressor included with the gate operator.
- E. Provide data sheets for the detector amplifiers with manufacturer's name and model number. Include lightning protection on the detector amplifiers.
- F. Provide data sheets for the secondary safety devices.
- G. Provide data sheets on the loop/lead-in cables.
- H. Provide cut sheets, information, voltage rating, amperage rating, manufacturer's catalog number, fuse size and manufacturer catalog number, and options for the 30 amp, 2 pole, 240 VAC, UL listed heavy duty safety switch in a NEMA 4X stainless steel enclosure that is for the gate operator.
- I. Provide cut sheets, information, voltage rating, amperage rating, number of circuits, manufacturer's catalog number, main breaker rating, branch circuit breaker schedule, panel enclosure rating, service entrance rating, AC surge protector, and associated options and accessories for the replacement service panelboard.
- J. Provide cut sheets for the Control Panel Enclosure/Junction Box.
- K. Provide cut sheets for all types of conduit used with the electric gate (for example galvanized rigid steel conduit, Schedule 40 PVC conduit, and UL listed liquid tight flexible metal conduit). Include certification that steel conduits are made with 100 percent domestic steel.
- L. Provide shop drawing with cut sheets for the respective 120/240 VAC feeder/branch circuit conductors and control circuit conductors.
- M. Provide cut sheets with manufacturer's name, catalog number, dimensions, material, and UL listing for each type and size of ground rod used with the electric gate installation. Include certification that ground rods are made with 100 percent domestic steel.
- N. All steel used in the manufacturer of gate posts and gate materials shall be 100% domestic steel. Contractor shall provide certification that the respective steel used in the manufacture of gate posts and gate materials on this project is manufactured from 100 percent domestic steel.

## EQUIPMENT AND MATERIALS

<u>162761-2.1 GENERAL.</u> All equipment and materials used in the construction shall be in accordance with the Specifications and detailed instructions as furnished by the manufacturer.

<u>162761-2.2 GATE.</u> Gate shall be as required by Item 162 in the project plans and specifications.

162761-2.3 GATE OPERATOR. The operator shall be complete with electric motor and factory-prewired motor controls, gear reduction unit, solenoid operated brake, clutch, and remote control operation. The gate must be closed and locked when not in use. A gate is considered locked when it is equipped with an electric opening or closing device that, when closed, prevents the gate from being opened by hand. During power outages, the lock must fail in the locked position. Provide hand-operated disconnect or mechanism for automatically engaging a sprocket chain operator and releasing brake for emergency manual operation. Include interlock device to automatically prevent motor from operating when emergency sprocket is engaged. The operator shall be equipped with a minimum 1.0 horsepower electric motor (larger motors will be required where recommended by the respective gate operator manufacturer for the respective size and type of gate) capable of operating a 33 foot (clear opening)/50 foot (overall length) cantilever gate weighing up to 1,700 pounds with a gate speed of approximately 1 foot per second, to close the prescribed opening. Gate operator shall be properly sized and compatible with the respective gate. The operator shall consist of the motor starter and all relays required from the operation outlined herein. The operator and components shall be factory assembled and wired so as to require only field connections of the keypad access control unit, loops, system power supply, and any other associated controls.

The operator housing shall be fully enclosed, NEMA 3R, weather-resistant, hinged, lockable, 16-gauge (minimum) steel enclosure with a corrosion resistant, powder-coated paint finish. Appropriate time delays shall be incorporated for safe gate operation. Gate shall close automatically after an extensive adjustable delay period, unless manually disabled. Include audible beeper on the gate operator for indication of gate activation and movement. Gate operator shall be equipped with a heater to allow operation within a temperature range of minus 40 degrees Fahrenheit to 149 degrees Fahrenheit ambient temperature, in rain, snow, sun, and high humidity. The gate operator shall be UL 325, (Fourth Edition) listed and suitable for Class III and Class IV applications. The gate operator shall include UL 325 entrapment protection sensors Type A - Inherent entrapment sensing system and Type E - inherent audio alarm to warn personnel of gate activation to comply with the requirements of UL 325 for a Class III usage application. The gate operator system shall also include Type B1 secondary protection photoelectric eye devices. The proposed operator shall be as Linear OSCO Model HSLG-121, Chamberlain Lift-Master Model SL595, or approved equal. Confirm proper model number and voltage codes with the manufacturer.

#### Supply voltage for the gate operator will be 120/240 VAC, 1 phase, 3-wire with ground.

Gate operators shall be rated for the respective voltage available at the site and shall properly operate on the respective nominal voltage system plus or minus 10 percent. Contractor shall confirm with the gate operator manufacturer that the respective gate operator he selects is rated suitable for the respective application, is suitable and compatible with the respective gate, and will operate properly on the respective power supply. Note the gate operator must also operate properly on standby engine generator power and shall not require manual reset due to transfer from utility power to standby generator power or back to utility power. The gate operator must not require manual reset for momentary power outages. Where a power outage occurs the gate operator shall automatically resume normal operation upon restoration of power.

Include AC surge protective device at the point of the input power connection to the gate operator. AC surge protector shall be UL 1449 listed with a surge current rating of 40,000 Amps, suitable for 120/240 VAC, 1 phase, 3 wire plus ground system; Joslyn Model 1265-21, Lightning Protection Corp. Model LPC-11765U-13, Square D Catalog Number TVS120XR50S, or approved equal.

The gate operator foundation shall be a minimum of 48 in. depth, to the dimensions recommended by the manufacturer. Foundation shall be constructed of Class SI concrete. Anchor bolts shall be per the gate operator manufacturer's requirements. The concrete must have strength of 3,500 psi after 14 days.

<u>162761-2.4 KEYPAD ACCESS CONTROL UNIT.</u> Keypad access control unit shall be capable of accepting up to 50 different 4-digit codes. Input operating voltage shall be 12 to 24 VAC or VDC (and/or compatible with the respective gate operator control voltage). Keypad access control unit shall be suitable for outdoor installation with a weatherproof housing and operating temperature range of -15°F to +160°F. Contractor shall ensure compatibility between the gate operator control voltages, the keypad access control unit input voltage and output contact ratings, and the respective control interface. Contractor shall include interfacing relays and/or transformers as applicable. Keypad access control unit shall be surface mount housing with appropriate adapters and hardware to install on a gooseneck type pedestal. The keypad access control unit shall be constructed as detailed on the Construction Plans and in accordance to the manufacturer's Specifications. The concrete foundation for the keypad unit shall be a minimum of 48 in. below ground level and to the dimensions recommended by the manufacturer. The concrete shall have the same requirements of the gate operator foundation. Keypad access control unit shall be American Access Systems, Inc. Advantage DKE 26-100L, Summit Access Control S-XL-660, or approved equal.

The concrete foundation for the keypad unit shall be a minimum of 48 inches below ground level and to the dimensions recommended by the manufacturer. The concrete shall have the same requirements of the gate operator foundation.

Contractor shall ensure compatibility between the gate operator control voltages, the keypad access control unit input voltage and output contact ratings, and the respective control interface. Include 120 VAC, 15 Amp or 20 Amp specification grade simplex receptacle that is compatible with the respective power supply. Contractor shall include interfacing relays, transformers, power supplies, receptacles, control devices, and power and control wiring, as applicable. Contractor shall provide a NEMA 4X stainless steel enclosure with hinged cover to house the receptacle, transformer, and other associated controls. Where the gate operator housing control panel has adequate space, the components may be installed in that panel.

<u>162761-2.5 DETECTOR AMPLIFIERS.</u> Detector amplifiers shall consist of digital design units capable of automatic tuning, pulse and presence outputs, excellent stability and accuracy, with long-term reliability. The device shall be with plug-in and plug-out circuits for rapid repair. The unit shall constantly monitor the frequency of the loop, and compare and adjust automatically for changes, such as loop aging, moisture, mechanical deterioration, and foreign bodies in the loop area. Detector amplifiers shall contain lightning protection and be capable of total loop

isolation. Amplifiers shall be mounted in or on the outside of the gate controller housing. Weatherproof enclosures, when required, shall be of NEMA-4 design. The amplifiers shall be capable of stable operation and automatic tuning over a range of minus 30° F to plus 180° F. Loop detectors shall be selective as to direction of travel of vehicle with respect to the instantaneous position of the gate, i.e., close loops will activate system only with gate in open or opening state. Open loop will activate gate only with gate in closed or closing state. Contractor shall verify the selected loop detector is suitable for the respective gate installation.

<u>162761-2.6 SECONDARY SAFETY DEVICES.</u> The gate operator shall include a photoelectric eye system to stop the gate and/or prevent it from closing if an obstruction is detected in the path of the gate. Photoelectric eye system shall include a transmitter and receiver pair with operating range corresponding to the respective gate length, suitable for outdoor installation and operation over a temperature range of -40° F to +150 °F. These devices shall be UL approved to maintain the UL listing and/or ETL/Intertek Testing Services verification/listing (confirming compliance with UL 325) of the respective gate operator system, and shall be as recommended by the respective gate operator manufacturer's representative. Contractor shall include all power and control wiring, conduits, ducts, support hardware, mounting posts, control panel enclosure, interface connections, etc. as required to provide a complete and operational system.

<u>162761-2.7 POWER SOURCE.</u> Power for the gate operator shall be from a 120/240 VAC, 1 phase, 3 wire service located as detailed on the Plans. Power to the gate operator shall be as detailed on the Plans and in accordance to the gate operator's manufacturer's recommendations, and shall comply with Item 108. The cable and all associated conduits, ducts, unit duct, junction structures, pull boxes, splices cans, and accessories will be paid for as an incidental item to the installation of the proposed electric slide gate. The Contractor will be responsible for providing all necessary material for the installation of electrical power and control wiring from the power source to the gate operator, from the gate operator to the keypad, from the gate operator to the safety devices, and from the gate operator to the detector loops. It will also be the Contractor's responsibility to locate, identify and protect all existing utilities. Any damage to these utilities will be immediately repaired at the Contractor's own expense.

<u>162761-2.8 POWER WIRING.</u> Power wiring, 600-Volt and below for use with the gate operator, shall be the type, size, and number of conductors as noted on the Plans. Cable shall also conform to the requirements of Item 108 Installation of underground Cable for Airports.

- A. <u>THWN Wire.</u> 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-2. Power and control wiring shall be Type THWN-2, or approved equal. Note where THWN wiring is referenced on the Plans, it shall be THWN-2.
- B. <u>XHHW Wire</u>. Cable shall be UL-listed as Type XHHW-2 per UL Standard 44. Cable shall also conform to ICEA S-95-658/NEMA WC70 and Federal Specification A-A-59544. Conductors shall be Class B stranded, annealed, uncoated Copper per UL Standard 44. Insulation shall be rated for 600-Volt. Insulation shall be cross-linked

polyethylene complying with the physical and electrical requirements of UL Standard 44 for Type XHHW-2. XHHW wire may be used in place of THWN wire for all applications.

- C. <u>XLP-USE Wire</u>. Cable shall comply with UL Standard 44, UL Standard 854, and Federal Specification A-A-59544. Conductor shall be concentric-strand, soft Copper, conforming to ASTM B8 and Underwriters' Laboratories Standard UL44 for Rubber-Insulated Wires. Insulation shall be rated for 600-Volts. Insulation shall be cross-linked polyethylene conforming to Underwriter's Laboratories Requirements for Type USE-2 insulation. Cable shall be UL-listed and marked USE-2.
- D. Grounding electrode conductors, bonding jumpers, and/or equipment ground wires shall be the size and type, as detailed on the Plans.

<u>162761-2.9 CONTROL WIRING.</u> Control wiring for the gate operator system shall be as detailed on the Plans, as specified herein, and as recommended by the respective gate operator manufacturer's representative and shall conform to the applicable sections of National Electrical Code. Contractor shall furnish and install the type, size, number, and quantity of control wiring to provide a complete and operational system for the respective gate operator. Control wires between devices shall be Copper, Type THWN, No. 14 minimum, or as recommended by the respective equipment manufacturer, color coded and tagged with wire markers for easy identification. The control wiring between the keypad access control unit and the gate operator shall include a #12 AWG THWN or XHHW copper with green colored insulation equipment ground wire.

Induction loop feed wires shall be Copper, No. 14 AWG minimum, Twin-Twisted-Shielded, meeting the State of Illinois, Department of Transportation, specifications and all the requirements of manufacturer of the respective Detector Amplifier furnished. Detector loop wires shall conform to the requirements Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, Section 1079 DETECTOR LOOP.

1-inch Galvanized Rigid Steel conduit will be required for all control wires from outside the pavement area to the operator, from the keypad to the operator, from the photoelectric eye safety devices to the operator, and from the operator to the detector loops. All metal conduits entering the gate operator shall be bonded to the frame of the gate operator.

<u>162761-2.10 BRANCH CIRCUIT BREAKER.</u> Circuit breakers for the gate operator branch circuit, and any other required circuits, shall have voltage ratings, amperage trip ratings, amp interrupting ratings, and number of poles as detailed on the Plans. Circuit breakers to be installed in an existing panelboard shall be bolt-on type, compatible with the respective panelboard and manufactured by the same manufacturer as the panelboard. Circuit breakers to be installed in an existing load center shall be plug-on type, compatible with the respective load center and manufactured by the same manufacturer as the load center. Where circuit breakers manufactured by the same manufacturer as the load center. Where circuit breakers manufactured by the same manufacturer as the respective panelboard or load center are not readily available, a circuit breaker by a different manufacturer will be acceptable.

<u>162761-2.11 SAFETY SWITCHES.</u> Furnish and install a safety switch for the respective gate operator as detailed on the Plans and specified herein. Safety switches shall be heavy duty, UL-listed, with amperage, voltage, number of poles, and type (fusible or not fusible), and accessories as detailed on the Plans. Safety switches shall be pad lockable in the off position. Include ground lugs or grounding kits with all safety switches. Safety switches located

outdoors, or in damp areas shall be in NEMA 4X stainless steel enclosures. Safety switches located in hazardous classified areas shall be UL-listed or FM approved as suitable for the respective location. Safety switches shall be as manufactured by Square D, Eaton Cutler-Hammer, or equivalent.

<u>162761-2.12 FUSES.</u> Fuses shall be Class RK5, UL listed with 100,000 Amp (minimum) interrupting rating at the respective voltage system. Fuses shall be properly sized and suitable for the respective equipment in accordance with the respective equipment manufacturer's recommendations and/or in accordance with the requirements of National Electrical Code for the respective motor/equipment. Fuses shall be manufactured by Bussmann, Littlefuse, or approved equal. Furnish two additional fuses of each size and type used on the project, for use as spares.

<u>162761-2.13 GALVANIZED RIGID STEEL CONDUIT.</u> Galvanized rigid steel conduit (GRSC) shall be heavy wall hot dipped galvanized steel pipe bearing the UL label and conforming to UL-6 and ANSI Specification C80.1. Couplings, connectors, and fittings for rigid steel conduit shall be threaded galvanized steel or galvanized malleable iron specifically designed and manufactured for the purpose. All fittings shall be threaded type. Fittings shall conform to ANSI C80.4. Set screw type fittings are not acceptable. Steel used to manufacture conduits shall be 100 percent domestic steel. Contractor shall provide certification that the respective steel conduits used on this project are manufactured from 100 percent domestic steel.

<u>162761-2.14 LIQUID TIGHT FLEXIBLE METAL CONDUIT.</u> Liquid-tight, flexible metal conduit shall consist of polyvinyl jacket over flexible, hot-dip, galvanized steel tubing. The flexible conduit shall be completely sealed from liquids, dust, dirt, and fumes and be resistant to oil, gasoline, grease, and abrasion. Jacket shall also be sunlight-resistant. Liquid-tight, flexible metal conduit shall be UL-listed, suitable for use as a grounding conductor, and comply with Article 350 of the NEC. Liquid-tight, flexible metal conduit and associated fittings shall be UL-listed to meet the requirements of NEC 350.6. Liquid-tight, flexible metal conduit shall be Anaconda Sealtite Type UA as manufactured by Anamet Electrical Inc., Liquatite Type LA as manufactured by Electri-Flex Company, Liquid-Tuff Type LFMC as manufactured by Atkore International AFC Cable Systems, or approved equal. Do not install liquid-tight, flexible metal conduit that is not UL listed. Confirm liquid-tight, flexible metal conduit bears the UL label prior to installation.

162761-2.15 SCHEDULE 40 PVC CONDUIT. Schedule 40 PVC conduit shall comply with Item 110 and the following: Conduit shall be Schedule 40 PVC, 90°C, UL listed or ETL listed, or approved equal. Material shall comply with NEMA Specification TC-2 (Conduit), TC-3 (Fittings), UL-651 (Standard for rigid nonmetallic conduit), and UL-514B. The conduit and fittings shall carry a UL label (on each 10 ft length of conduit and stamped or molded on every fitting). Conduit and fittings shall be identified for type and manufacturer and shall be traceable to location of plant and date manufactured. The markings shall be legible and permanent. The conduit shall be made from polyvinyl chloride C-300 compound that includes inert modifiers to improve weather ability, heat distortion. Clean reworked material, generated by the manufacturer's own conduit production, may be used by the same manufacturer, provided the end products meet the requirements of this Specification. The conduit and fittings shall be homogenous plastic material free from visible cracks, holes, or foreign inclusions. The conduit bore shall be smooth and free of blisters, nicks, or other imperfections which could mar conductors or cables. Conduit fittings and cement shall be produced by the same manufacturer to assure system integrity.

<u>162761-2.16 JUNCTION AND PULL BOXES.</u> Unless otherwise noted on the Plans, all junction boxes shall be 16-gauge minimum construction. Surface mounted exterior junction and pull boxes located in non-hazardous, non-classified areas, shall be NEMA 4X stainless steel or aluminum with hinged cover. Underground junction structures shall be FAA L-867, Class IA, Size D; 16-inches in diameter, 24 inches deep with 2-inch minimum conduit hubs, as detailed on the Plans. All junction and pull boxes installed in classified hazardous areas (Class 1, Division 1 or 2, Group D) shall be NEMA 7 and shall comply with applicable provisions of the NEC including, but not limited to, Articles 500 and 501. Junction and pull boxes shall be sized as required for conductors and splices and per 2017 NEC Article 314. Boxes shall be UL-listed or ETL listed. Special boxes made to suit conditions shall be used to accommodate the respective application or where required by National Electrical Code even though they might not be indicated on the drawings.

<u>162761-2.17 GROUND RODS.</u> Ground rods for electrical installations shall be 3/4-inch diameter by 10-feet long, UL-listed, Copper clad with 10-mil minimum Copper coating. Ground rods for fence grounding shall be 5/8-inch diameter by 8-feet long, UL-listed, Copper clad with 10-mil minimum Copper coating. Steel used to manufacture ground rods shall be 100 percent domestic steel to comply with the Steel Product Procurement Act.

<u>162761-2.17 LEGEND PLATES.</u> Legend plates shall be required for all safety switches, individual circuit breakers, disconnects, etc. Legend plates shall be provided to identify the equipment controlled, the power source, the voltage system, and the function of each device. Legend plates shall be weatherproof and abrasion resistant phenolic material. Lettering shall be black letters on a white background, unless otherwise noted.

<u>162761-2.18 SIGNAGE.</u> The gate shall include signage as detailed on the Plans. Note: UL requires that all installation must have warning signs placed in plain view on both sides of the gate to warn pedestrians of the dangers of motorized gate systems. Furnish and install warning signs at gate exterior face and interior face noting "WARNING – MOVING GATE CAN CAUSE SERIOUS INJURY OR DEATH". Signage shall be secured to the gate with corrosion resistant metal connectors. Additional signage shall be provided as detailed on the Plans and/or as specified herein.

<u>162761-2.19 CONCRETE.</u> Concrete for use with the gate installation and/or associated equipment shall conform to Item 610 Portland Cement Concrete of the Standard Specifications for Construction of Airports.

## CONSTRUCTION METHODS

<u>162761-3.1 CONTRACTOR QUALIFICATIONS.</u> The contractor responsible for installing the electric driveway gates shall be certified by the manufacturer. The contractor must have attended training and obtained certification directly from the gate manufacturer. The contractor shall have at a minimum of 5 years related experience installing electric driveway gates.

<u>162761-3.2 AIRPORT SECURITY.</u> The Contractor will place temporary fencing (minimum height to match existing fence) across the gate opening whenever the proposed gate cannot be closed at the end of the construction day. Security at the Airport shall be maintained at all times and coordinated with the Airport Manager.

<u>162761-3.3 SPLICES.</u> Splices, where allowed, shall be the resin encapsulating type, suitable for direct burial, and be as manufactured by 3-M, Burndy, or approved equal.

<u>162761-3.4 MATERIALS FURNISHED BY THE CONTRACTOR.</u> All materials used in the work shall meet the requirements of the respective Specifications, and no material shall be used until it has been approved by the Project Engineer by means of shop drawings. All materials not otherwise specifically indicated shall be furnished by the Contractor. All materials furnished by the Contractor shall be new.

<u>162761-3.5 STORAGE OF MATERIALS.</u> Materials shall be so stored as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces and not on the ground, and they shall be placed under cover. Stored materials shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes without the written permission of the Owner or lessee.

162761-3.6 LOCATE EXISTING UTILITIES: The location, size, and type of material of existing underground and/or aboveground utilities indicated on the Plans are not represented as being Neither the Owner nor the Engineer assumes any accurate, sufficient or complete, 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/Technician shall also be immediately notified. Any damage to such mains and services shall be restored to service at once and paid for by the Contractor at no additional cost to the Contract. All utility cables and lines shall be located by the respective utility. Contact JULIE (Joint Utility Location Information for Excavators) for utility information, phone: 1-800-892-0123. Contact the FAA (Federal Aviation Administration) for assistance in locating FAA cables and utilities. Location of FAA power, control, and communication cables shall be coordinated with and/or located by the FAA. Also contact Airport Manager/Manager and Airport Personnel for assistance in locating underground Airport cables and/or utilities. Also coordinate work with all aboveground utilities.

<u>162761-3.7 MANUFACTURER'S DIRECTIONS.</u> Manufactured articles, material, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer unless herein specified to the contrary. Any installations which void the UL listing, ETL/Intertek Testing Services verification/listing, (or other third party listing), and/or the manufacturer's warranty of a device will not be permitted.

<u>162761-3.8 CUTTING AND PATCHING.</u> The Contractor shall do all necessary cutting and patching of the pavement that may be required by the drawings and Specifications to complete the structure. He shall restore all such cut or patched areas as directed by the Resident Engineer/Technician. Cutting of existing structures that may endanger the work, adjacent

property, workmen or the public shall not be done unless approved by the Owner and under his direction.

<u>162761-3.9 CLEAN UP.</u> The Contractor shall remove from the Owner's property and from all public and private property, all temporary structures, rubbish, and waste materials resulting from his operation or caused by his employees, and shall remove all surplus materials, leaving the site smooth, clean, and true to line and grade.

<u>162761-3.10 WARRANTY PERIOD</u>: Neither the final certificate of payment nor any provision in the contract, not partial or entire use of the improvements embraced in this contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the contract, or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay any damage to other work resulting there from which shall appear within a period of twelve (12) months from the date of final acceptance of the work. The Owner shall give notice of defective materials and work with reasonable promptness. The warranty applies to equipment furnished, as well as to all other work and materials or workmanship. Defective material shall be replaced with the same or comparable materials furnished by the gate operator manufacturer, at no cost to the Owner.

<u>162761-3.11 ELECTRIC SLIDE GATE CONSTRUCTION.</u> The Contractor shall install the electric slide gate as detailed on the Construction Plans and in accordance with the manufacturer's directions. The Contractor will be responsible for the construction of any and all concrete bases for the proposed gate operator and keypad.

<u>162761-3.12 GATE CONTROL EQUIPMENT.</u> Installation of all electrical equipment and all gate control equipment shall be in conformance with the requirements of the NFPA 70- National Electrical Code (NEC) most current issue in force, the respective equipment manufacturer's directions, and in strict accordance with the requirements of all local authorities having jurisdiction. All control power transformers, power supplies, receptacles, loop detector amplifiers, secondary safety device equipment, and any other associated controls shall be installed either inside the gate operator control panel or inside a separate NEMA 4 stainless steel control panel enclosure. Where the control equipment is to be installed inside the gate operator control panel the Contractor shall coordinate this with the gate operator manufacturer and the respective gate operator equipment supplier. Locating these controls outside of gate operator control panel but within the gate operator housing will not meet this requirement. All keypad stations, operators, and controllers shall be grounded to prevent shock. All concrete work required, and the precise locations for the installation of the gate controller/operator, gate keypad, and induction loops, shall be coordinated with the manufacturer's shop drawings.

<u>162761-3.13</u> INSTALLATION OF DETECTOR LOOPS: New loop detector wiring shall be as specified by the manufacturer furnishing the detector amplifiers. The induction loops shall be equipped with appropriate equipment to operate properly for large trucks and not activate closure of the gate onto vehicles parked in the gate opening. Induction loops shall be installed in saw-cut grooves created by the Contractor in the road surface; such grooves of length, width, and depth as required by the manufacturer of the loop control equipment. Loop detector wiring shall be installed in accordance with the respective gate operator and/or loop detector manufacturer instructions. Contractor shall saw cut approximately 6" minimum depth at the pavement edge

such that the conduit for the loop detector lead-in wiring will not be less than 6" below grade at the interface point to the pavement. Loop wires shall be held in place in the bituminous/concrete pavement by completely backfilling and covering slot with a sealer rated suitable for the respective application. Sealer shall conform to the requirements Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, Section 1079 DETECTOR LOOP. The gate will also include loop detectors with a free exit feature. Two loops (one exterior and one interior) shall be provided. The exterior loop shall serve as an "obstruction/safety" loop. The interior loop gate shall also serve as an "obstruction/safety" loop and additionally serve as a "free exit" loop for automatic opening to exit upon detection of a vehicle. Contractor shall coordinate and select controls and wiring in accordance with the respective gate operator representative recommendations. Contractor shall verify the selected loop detectors are suitable for the respective gate installation. Contractor shall include interfacing relays, transformers, power supplies, receptacles, control devices, and power and control wiring, as applicable.

162761-3.14 PROTECTIVE ELECTRICAL GROUND: Continuous fence shall be grounded at intervals not exceeding 500 ft. There shall be a ground within 100 feet of gates in each section of the fence adjacent to the gate. Fence under a power line shall be grounded by three grounds; one directly under the crossing and one on each side 25 feet to 50 feet away. A single ground shall be located directly under each telephone wire or cable crossing. The counterpoise ground shall be used only where it is impossible to drive a ground rod. The ground wire shall be connected to the fabric and tension wire with UL listed grounding connectors of cast bronze body and bronze or stainless steel bolts and washers. Grounding connectors shall be sized and suitable for the respective application. Connections to ground rods shall be with UL listed grounding connectors suitable for direct burial in earth or exothermic weld type connectors, Cadweld by Pentair Erico Products, Inc., Thermoweld by Continental Industries, Inc., Ultraweld by Harger, or approved equal. Exothermic weld connections shall be installed in conformance with the respective manufacturer's directions using molds suitable for each respective application. Ground rods shall be 5/8-inch diameter by 8 feet long (minimum). UL-listed, Copper-clad. The ground wire used to bond the fence fabric and tension wire to the ground rod shall be #6 AWG bare solid Copper conductor.

<u>162761-3.15 ELECTRICAL GENERAL</u>. The Contractor shall furnish and install all electrical materials necessary for complete and operational installation of the gate operator, as stipulated in the respective item 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, the respective equipment manufacturer's directions, and all other applicable local codes, laws, ordinances, and requirements in force. Electrical equipment and materials 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/Intertek Testing Services verification/listing, (or other third party listing), and/or the manufacturer's warranty of a device will not be permitted.

- A. The Contractor should examine the proposed site to evaluate the complexity of the work.
- B. Contractor shall keep a copy of the latest NEC in force on site at all times during construction for use as a reference.

- C. 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.
- D. Contractor shall coordinate work and any power outages to buildings located on the airport with the Airport Manager and/or the respective building personnel. Any shutdown of existing systems shall be scheduled with and approved by the Airport Manager prior to shutdown. Once shut down, the circuits shall be labeled as such to prevent accidental energizing of the respective circuits. All personnel shall follow 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 requirements of FAA AC No. 150/5370-2G (or most current issue) "OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION".
- F. Contractor shall comply with the applicable requirements of NFPA 70E Standard for Electrical Safety in the Workplace.
- G. Contractor shall confirm that the power to each gate operator rated for 240 VAC, singlephase is 240 VAC, single-phase, 2-wire with ground and that each phase to ground is 120 VAC. Where shown on the Plans or where required to accommodate control power a neutral conductor shall be included with the power circuit to provide 120/240 VAC, singlephase, 3-wire with ground to power the gate operator and associated control systems. **Do not connect a high leg of a 240/120 VAC, 3-phase, 4-wire system to a gate operator that is rated for 240 VAC, single-phase power.**
- H. Splices in conductors will be allowed only within the specified junction boxes or splice cans. Only splices between loop lead-in wires and the Twin-Twisted-Shielded conductors are approved. Circuit conductors for power wiring shall be continuous from source of power to connected device (from the respective panelboard or load center to the safety switch at the gate operator).
- I. The Contractor shall be responsible for furnishing and setting all anchor bolts required to install his equipment.
- J. Where concrete mounting pads are required for equipment mounting, the Contractor shall furnish all concreting and form work necessary to complete the installation.
- K. Where electrical equipment is located on damp or wet walls or locations as directed, it shall be "stand-off" mounted ½ in. from the wall in a manner so that the rear of the equipment is freely exposed to the surrounding air. The Resident Engineer/Technician shall approve the method of mounting before equipment is mounted.

<u>162761-3.16 INSTALLATION OF BRANCH CIRCUIT BREAKERS.</u> Install circuit breakers in panelboards and/or load centers in conformance with the respective manufacturer's directions. Connect only one wire/cable to each breaker terminal. Load centers and panelboards shall be thoroughly inspected for physical damage, proper alignment, anchorage, and grounding. Inspections shall be made for proper installation and tightness of connections for circuit breakers. Load centers and/or panelboards shall be thoroughly tested after installation and

connection to respective loads. Update circuit directory to identify the respective device fed by each new circuit breaker.

162761-3.17 INSTALLATION OF SAFETY SWITCHES: All safety switches shall be provided with appropriate mounting hardware and strut support. Strut support shall be stainless steel strut support channel with stainless steel hardware. All hardware shall be corrosion resistant. switches Mount safetv securely in accordance with the manufacturer's recommendations/instructions and as required for the respective application. Inspect all safety switches for proper operation, tight and secure connections, and correctness. All safety switch enclosures shall be bonded to ground with a ground lug or bar and ground wire. Field cut holes in safety switch enclosures to accommodate conduit entrances. Where safety switches are provided with concentric knockouts, and the respective conduit does not use the largest knockout, install a grounding bushing with ground wire connections between the bushing and the ground bus. Do not use safety switch enclosures for a splice box or for a pull box. Do not route control wires or other circuit wiring through a safety switch. Where splices are required or other control circuit wires are installed in the respective conduit to a safety switch, provide a separate junction box to accommodate the splices and/or other circuit conductors. Provide NEMA 4 hubs for all conduit entries into safety switch enclosures that are rated NEMA 4. 4X to maintain NEMA 4, 4X rating. Provide weatherproof abrasion resistant, engraved legend plates for each safety switch noting the device served, the power source, and the voltage system.

<u>162761-3.18 CONDUIT INSTALLATION:</u> Cable in unit duct and/or conduit for the gate operator power shall be direct bury 18 inches minimum below finished grade. Cable in conduit below roadways and walks shall be minimum 24 inches deep. Installation of cable in unit duct and/or conduit shall conform to Item 108. Installation of conduit shall conform to Item 110, as detailed on the Plans and as specified herein.

- A. All conduit(s) under walks shall be pushed.
- B. Conduit size and fill requirements shall comply with Appendix C, conduit fill tables, of the NEC. It should be noted these are minimum requirements and larger conduit sizes or smaller fill requirements shall be used whenever specified or detailed on the drawings.
- C. Liquid-tight flexible conduit shall be provided as a connection between each motor junction box (or any other piece of equipment subject to movement or vibration) and the rigid conduit system.
- D. Ream conduits only after threads are cut. Cut joints square to butt solidly into couplings. Where necessary to join two pieces of conduit, and it is impossible to use standard couplings, use 3-piece malleable iron conduit coupling. The use of running thread is prohibited. This applies to all rigid conduit installations, underground or otherwise.
- E. Make all joints in steel underground conduit watertight with approved joint compound. Temporarily plug conduit openings to exclude water, concrete, or any foreign materials during construction. Clean conduit runs before pulling in conductors.
- F. A run of conduit between outlet and outlet, between fitting and fitting, or between outlet and fitting shall not contain more than the equivalent of four quarter bends, including bends immediately at an outlet or fitting.

- G. Where conduits enter a box or fitting, provide a steel locknut and an insulated metallic bushing. Use this method to terminate conduit in panels, pull boxes, safety switches, etc.
- H. Provide NEMA four hubs for all conduit entries into enclosures rated NEMA 4, 4X to maintain NEMA 4, 4X rating.
- I. Do not run conduit below or adjacent to water piping.
- J. Run exposed conduits parallel with walls and at right angles to the building lines, not diagonally. Make bends and turns will pull boxes or cadmium plated or hot-dipped galvanized malleable iron fittings and covers.

<u>162761-3.19</u> INSTALLATION OF JUNCTION AND PULL BOXES: Use only screws, bolts, washers, etc. fabricated from rust resisting metals for the supporting of boxes. Install pull boxes in runs of conduit such that a total of 360 degrees in bends is not exceeded. Junction boxes shall be installed at all points in conduit runs where taps or splices are located. Boxes required by code or need which are not detailed on the plans shall be considered incidental to the respective work item and will not be paid for separately.

<u>162761-3.20 GROUNDING REQUIREMENTS:</u> Grounding shall conform to the following as applicable: The Contractor shall furnish and install all grounding shown on the Plans and/or as may be necessary or required to make a complete grounding system as required by the latest National Electrical Code (NFPA 70) in force. The reliability of the grounding system is dependent on careful, proper installation and choice of materials. Improper preparation of surfaces to be joined to make an electrical path, loose joints, or corrosion can introduce impedance that will seriously impair the ability of the ground path to protect personnel and equipment and to absorb transients that can cause noise in communications circuits. The following functions are particularly important to ensure a reliable ground system:

- A. All products associated with the grounding system shall be UL-listed and labeled.
- B. All bolted or mechanical connections shall be coated with a corrosion preventative/conductive grease and lubricant suitable for electrical connections and grounding connections, before joining; Sanchem Inc. "NO-OX-ID "A-Special" compound, Burndy Penetrox E, or approved equal.
- C. Metallic surfaces to be joined shall be prepared by the removal of all non-conductive material, per 2017 National Electrical Code Article 250-12.
- D. Raceway fittings shall be made up tight to provide a permanent low impedance path for all circuits. Metal conduit terminations in enclosures shall be bonded to the enclosure with UL listed fittings suitable for grounding. Provide grounding bushings with bonding jumpers (from bushing to the respective ground connection/enclosure frame) for all metal conduits entering service equipment (meter bases, CT cabinet, service disconnects, service panelboards, main service breaker enclosure, etc.). Provide grounding bushings with bonding jumpers for all metal conduits entering an enclosure through concentric or eccentric knockouts that are punched or otherwise formed so as to impair the electrical connection to ground. Standard locknuts or bushings shall not be the sole means for bonding where a conduit enters an enclosure through a concentric or eccentric knockout.

- E. Furnish and install ground rods at all locations where shown on the Plans or specified herein. Ground rods for electrical installations shall be 3/4 inch diameter, 10 feet long, UL-listed, Copper clad with 10-mil minimum Copper coating. Ground rods for fence grounding shall be 5/8 inch diameter, 8 feet long, UL-listed, Copper clad with 10-mil minimum Copper coating. Top of ground rods shall be a minimum of 30 inches below finish grade unless otherwise noted on the plans. Ground rods shall be spaced as detailed on the Plans and in no case spaced less than one rod length apart. All connections to ground rods and/or ground rings shall be made with exothermic weld type connectors, Cadweld by Pentair Erico Products, Inc., Thermoweld by Continental Industries, Inc., Ultraweld by Harger, or approved equal. Exothermic weld connections shall be installed in conformance with the respective manufacturer's directions using molds as required for each respective application. Bolted connections will not be permitted at ground rods or at buried grounding electrode conductors. Grounding electrode conductors shall be bare stranded Copper sized as detailed on the Plans.
- F. All connections, located above grade, between the different types of grounding conductors shall be made using UL-listed double compression crimp type connectors or UL-listed bolted ground connectors. For ground connections to enclosures, cases and frames of electrical equipment not supplied with ground lugs the Contractor shall drill required holes for mounting a bolted ground connector. All bolted ground connectors shall be Burndy, Dossert Corporation, Ilsco Corporation, Penn-Union Corporation, Thomas and Betts, or approved equal. Tighten connections to comply with tightening torques in UL Standard 486A to assure permanent and effective grounding.
- G. All metal equipment enclosures, conduits, cabinets, boxes, receptacles, motors, etc. shall be bonded to the respective grounding system. Provide grounding bushings at all conduits entering service entrance equipment (meter bases, service disconnects, service panelboards, etc.) and distribution panels or load centers and ground wire from bushing to ground bus in the respective service entrance equipment or distribution panel.
- H. The equipment ground wire from equipment shall not be smaller than allowed by 2017 NEC Table 250-122 "Minimum Size Conductors or Grounding Raceway and Equipment." When conductors are adjusted in size to compensate for voltage drop, equipment-grounding conductors shall be adjusted proportionately according to circular mil area. All equipment ground wires shall be Copper either bare or insulated green in color. Where the equipment grounding conductors are insulated, they shall be identified by the color green and shall be the same insulation type as the phase conductors.
- I. Bond the main electrical service neutral to ground at the main service disconnect. Bond the service neutral to ground at one location only per the National Electrical Code. A grounding connection shall not be made to any neutral circuit conductor on the load side of the service disconnecting means, except as permitted by 2017 NEC 250-24.
- J. All exterior metal conduit, where not electrically continuous because of manholes, handholes, non-metallic junction boxes, etc., shall be bonded to all other metal conduit in the respective duct run, and at each end, with a Copper bonding jumper sized in conformance with 2017 NEC 250-102. Where metal conduits terminate in an enclosure (such as a motor control center, switchboard, etc.) where there is not electrical continuity with the conduit and the respective enclosure, provide a bonding jumper from the respective enclosure ground bus to the conduit sized per 2017 NEC 250-102.

K. Install grounding electrode conductors and/or individual ground conductors in Schedule 40 or Schedule 80 PVC conduit. Where grounding electrode conductors or individual ground conductors are run in PVC conduit, <u>Do Not</u> completely encircle conduit with ferrous and/or magnetic materials. Use non-metallic reinforced fiberglass strut support. Where metal conduit clamps are installed, use nylon bolts, nuts, washers and spacers to interrupt a complete metallic path from encircling the conduit.

<u>162761-3.21 TESTING:</u> The Contractor shall make at his own expense any tests of equipment, wiring, or insulation deemed necessary by any inspection department or by the Contractor Officer and shall provide all apparatus, meters, materials, and labor required to make such tests. Contractor shall engage a factory authorized service technician to provide startup, testing, adjustments, calibration and checkout for each electrically operated gate. This shall be scheduled while the contractor is still on-site and be coordinated such that all of the gates for the project are commissioned on a single site visit to reduce costs. All tests shall be conducted in the presence of the Owner and the Resident Engineer/Technician.

The Contractor shall test and demonstrate to the satisfaction of the Resident Engineer/Technician the following:

- A. That all power and control circuits are continuous and free from short circuits.
- B. That all circuits are free from unspecified grounds.
- C. That the insulation resistance to ground of all ungrounded conductors of multiple circuits is not less than 50 megohms.
- D. That all circuits are properly connected in accordance with applicable wiring diagrams.
- E. Test and adjust gate operator, controls, safety devices/features, hardware, and other operable components. Confirm that all circuits operate properly.
- F. Verify ground rod is installed at electric gate operator (per manufacturer requirements).
- G. Verify metal conduits terminated at gate operator are bonded to the gate operator housing.
- H. Verify ground rods are installed at each side of the gate.
- I. Verify keypad station includes a ground wire to it. Record size and type.
- J. Verify Operation and Maintenance Manuals were furnished with equipment.
- K. Verify the gate is level.
- L. Release the gate operator braking mechanism and open and close the gate to confirm smooth and free operation over the full length of travel.
- M. Verify the proximity sensor and the trip plate are installed properly and do not have an interference.

- N. Verify the gate operator beeper works properly and activates at upon gate operation.
- O. Interrupt power to the gate operator and confirm that the gate does not open upon restoration of power. The gate operator shall not activate for a power interruption as it does for a keypad signal input.
- P. Test gate and verify proper operation.
- Q. Check operation of safety loops. Does gate remain open if vehicle stays on the exit loop?
- R. Check operation of free exit.
- S. Check to see if gate stops if an obstruction is detected.
- T. Confirm remote transmitters were furnished and operational, (where applicable).
- U. Train the designated owner's personnel on procedures for operation, starting, stopping, troubleshooting, servicing, and maintaining equipment.
- V. All tests shall be recorded, stating the test results, date, and field conditions.

## METHOD OF MEASUREMENT

<u>162761-4.1</u> The quantity of this item to be furnished and installed shall be measured for payment as a unit price per each for the upgrade of the manual slide gate to an operational electric slide gate, and shall include all materials, equipment, cable in unit duct or conduit, ducts, directional boring, grounding, labor, coordination, tools, connections, and other incidentals as required to perform the specified work and testing the units for satisfactory operation. The quantity of power wiring and conduit from the respective power source to the gate operator and all other wiring associated with the gate operator system shall be incidental to Item AS162761 Electric Gate Upgrade, and no additional compensation will be made. The quantity of conduit and/or duct, including directional boring for the gate operator system shall be incidental to Item AS162761 Electric Gate Upgrade, and no additional compensation will be made.

#### **BASIS OF PAYMENT**

<u>162761-5.1</u> Payment will be made at the contract unit price per each for upgrading the manual slide gate to an operational electric slide gate, and shall be full compensation for all materials, labor, and equipment required to perform the specified work and testing the units for satisfactory operation, and no additional compensation will be allowed.

Payment will be made under:

Item AS162761 Electric Gate Upgrade – per each

## END OF ITEM AS162761

# **DIVISION IV DRAINAGE**

# ITEM 701 PIPE FOR STORM SEWERS AND CULVERTS

## **BASIS OF PAYMENT**

<u>701-5.1</u> Add the following to this section:

"Payment will be made under:

Item AR701212 12" CMP – per linear foot. Item AR701900 Remove Pipe – per linear foot."

# DIVISION VI – LIGHTING INSTALLATION

## ITEM 108 INSTALLATION OF UNDERGROUND CABLE FOR AIRPORTS

#### DESCRIPTION

<u>108-1.1.</u> Add the following to this section:

"In areas where there is a congestion of buried cable or where the proposed cable crosses an existing cable, the Contractor will be required to trench the proposed cable into place. In all other areas, the Contractor has the option to either trench or plow the proposed cable in unit duct into place.

When crossing existing circuits, the Contractor will be required to hand dig the trenches for the proposed cable.

The installation (including but not limited to plowing, trenching, directional-boring, or installing in ducts or raceways) of cable and/or cable in unit duct associated with each electric slide gate installation will be considered incidental to the contract unit price of the respective electric gate installation and no additional compensation will be allowed."

<u>108-1.2 REFERENCES</u>. Note: where FAA Advisory Circulars are referenced they shall be the current issue or issues in effect.

- 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 150/5340-30 (current issue in effect) DESIGN AND INSTALLATION DETAILS FOR AIRPORT VISUAL AIDS
- D. FAA Advisory Circular 150/5345-7 (current issue in effect) "SPECIFICATIONS FOR L-824 UNDERGROUND ELECTRICAL CABLE FOR AIRPORT LIGHTING CIRCUITS.
- E. FAA Advisory Circular 150/5345-26 (current issue in effect) "FAA SPECIFCATIONS FOR L-823 PLUG AND RECEPTACLE CABLE CONNECTORS".
- F. FAA AC No. 150/5345-53 "AIRPORT LIGHTING EQUIPMENT CERTIFICATION PROGRAM" (current issue in effect) and AC 150/5345-53D, AIRPORT LIGHTING EQUIPMENT CERTIFICATION PROGRAM Appendix 3 Addendum (current issue in effect).
- G. FAA AC No. 150/5370-2 (current issue in effect) "OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION.
- H. Federal Specification A-A-59544 Cable and Wire, Electrical (Power, Fixed Installation).
- I. NFPA 70 National Electrical Code (most current issue in force).

- J. NFPA 70E Standard for Electrical Safety in the Workplace.
- K. OSHA 29 CFR Part 1910 Occupational Safety and Health Standards for electrical safety and lockout/tagout procedures.
- L. UL Standard 44 Thermoset-Insulated Wires and Cables.
- M. UL Standard 83 Thermoplastic-Insulated Wires and Cables.
- N. UL Standard 854 Service Entrance Cables.

#### **EQUIPMENT AND MATERIALS**

108-2.1 GENERAL. Add the following.

"All cable shall be FAA approved or UL-listed as suitable for installed application. All conductors shall be Copper."

<u>108-2.2 CABLE.</u> Revise this section to read as follows:

"<u>Power Cable (600V and Below)</u>. All power wiring, 600V and below, shall be the type, size, and number of conductors as noted on the Plans.

<u>THWN Wire</u> – 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-Volts. 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. Conductor insulation shall be color coded as noted below.

<u>XLP-USE Wire.</u> Cable shall comply with UL Standard 44, UL Standard 854, and Federal Specification A-A-59544. Conductor shall be concentric-strand, soft Copper, conforming to ASTM B8 and Underwriters' Laboratories Standard UL44 for Rubber Insulated Wires. Insulation shall be rated for 600-Volt. Insulation shall be cross-linked polyethylene conforming to Underwriters Laboratories Requirements for Type USE-2 insulation. Cable shall be UL-listed and marked USE-2. **Conductor insulation shall be color coded as noted below.** 

<u>XHHW Wire</u> – Cable shall comply with UL Standard 44, ICEA S-95-658/NEMA WC70, and Federal Specification A-A-59544. Conductors shall be Class B-stranded, annealed, uncoated Copper per UL Standard 44. Insulation shall be rated for 600-Volts. Insulation shall be cross-linked polyethylene complying with the physical and electrical requirements of UL Standard 44 for Type XHHW-2. Cable shall be UL-listed and marked XHHW-2. XHHW wire may be used in place of THWN wire for all applications. **Conductor insulation shall be color coded as noted below.** 

<u>Control Cable for Gate Operators:</u> Control wiring for the gate operator system shall be as detailed on the Plans, as specified herein, and as recommended by the respective gate operator manufacturer's representative and shall conform to the applicable sections of National Electrical Code. Contractor shall furnish and install the type, size, number, and quantity of control wiring to provide a complete and operational system for each respective gate operator.

<u>Color-coding:</u> Color-code phase and neutral conductor insulation for No. 6 AWG or smaller. Provide colored marking tape or colored insulation for phase and neutral conductors for No. 4 AWG and larger. **Insulated ground conductors shall have green colored insulation for all conductor sizes (AWG and/or KCMIL) to comply with NEC 250.119.** Neutral conductors shall have white colored insulation for No. 6 AWG and smaller to meet the requirements of NEC 200.6. Standard colors for power wiring and branch circuits for 120/240 VAC, 1-Phase, 3-Wire system shall be Phase A – Black, Phase B – Red, Neutral – White, and Ground – Green. Standard colors for 208/120 VAC, 3-Phase, 4-Wire system shall be Phase A – Black, Phase B – Red, Phase C – Blue, Neutral – White, and Ground – Green. Standard colors for power wiring and branch circuits for 208/120 VAC, 3-Phase, 4-Wire system shall be Phase, 4-Wire system shall be Phase A – Black, Phase B – Red, Phase C – Blue, Neutral – White, and Ground – Green. Standard colors for power wiring and branch circuits for 208/120 VAC, 3-Phase, 4-Wire system shall be Phase A – Black, Phase B – Red, Phase C – Blue, Neutral – White, and Ground – Green. Standard colors for power wiring and branch circuits for 240/120 VAC, 3-Phase, 4-Wire system shall be Phase A – Black, Phase B – Red, Phase C – Blue, Neutral – White, and Ground – Green. Standard colors for power wiring and branch circuits for 240/120 VAC, 3-Phase, 4-Wire system shall be Phase A – Black, Phase B – Red, Phase B – Red, Phase B (High Leg) – Orange, Phase C – Blue, Neutral – White, and Ground – Green. "

# 108-2.4 CABLE CONNECTIONS. Add the following to this section:

"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.

All below grade splices shall be installed in splice cans, handholes, or manholes. Splice cans shall be L-867, Class IA, Size B (12-inch diameter), 24-inch deep, with 1/2-inch thick, galvanized steel cover and stainless steel bolts. Larger size splice cans shall be provided, as applicable, for specific equipment applications or manufacturer's recommendations, and/or where detailed on the Plans. Splice cans located in areas subject to heavy aircraft or vehicle loading shall be L-868 type. The Engineer shall approve all splice locations before work commences. The furnishing and installing of splice cans for new homerun cables shall be incidental to the respective cable pay item, and no additional compensation will be allowed."

<u>108-2.5 RESERVED.</u> Revise 108-2.5 as follows to comply with the requirements of FAA Advisory Circular Number 150/5370-10G Standards for Specifying Construction of Airports, Item L-108 Underground Power Cable for Airports:

"<u>108-2.5 SPLICER QUALIFICATIONS.</u> Every airfield lighting cable splicer shall be qualified in making cable splices and terminations on cables rated at or above 5000 Volts AC. The Contractor shall submit to the Project Engineer proof of the qualifications of each proposed cable splicer for the cable type and voltage level to be worked on. Cable splicing/terminating personnel shall have a minimum of three (3) years continuous experience in terminating/splicing medium voltage cable."

#### CONSTRUCTION METHODS

#### <u>108-3.1 GENERAL.</u> Add the following to this section:

"If the Contractor wishes to lay cable on a line other than that shown on the Plans, he shall obtain approval of the Resident Engineer/Resident Technician before doing so. Any additional cable needed because of such change will be at the Contractor's expense.

Only cable in unit duct may be plowed or directional-bored.

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.

The Contractor shall furnish and install all materials necessary for complete and operational installation, 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 and materials shall be installed in conformance with the respective manufacturer's directions and recommendations for the respective application. Any installations which void the UL listing, Intertek Testing Services verification/listing (or other third party listing), and/or the manufacturer's warranty of a device will not be permitted.

Contractor shall coordinate work and any power outages with the Airport Director or respective Airport personnel. Any shutdown of existing systems shall be scheduled with and approved by the Airport Director prior to shutdown. 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).

Contractor shall comply with the requirements of FAA AC No. 150/5370-2G (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.

All temporary installations shall comply with National Electrical Code Article 590 – "Temporary Installations." The Contractor shall secure, identify, and place any above ground temporary wiring in conduit to prevent electrocution and fire ignition sources in

conformance with the requirements of FAA AC 150/5370-2G, Part 218.3 "Lighting and Visual NAVAIDs".

All cables installed by the Contractor shall be properly labeled and tagged at all points of access (handholes, manholes, terminal panels, control panels, and the respective wireway at the power source or in the vault).

All changes to the airfield lighting system shall be documented by the Contractor and provided to the Resident Engineer/Resident Technician."

#### 108-3.2 INSTALLATION IN DUCT OR CONDUIT. Add the following to this section:

"The unit duct will be run continuous through all ducts and conduits.

Homerun cables for a respective circuit that are installed in conduit or duct shall be run together in the same raceway or duct."

<u>108-3.3 TRENCHING.</u> Add the following to this section:

- "F. Cable installed in cultivated fields shall be installed a minimum of 42 in. below grade.
- G. Any and all trenches will be backfilled to a smooth grade to the satisfaction of the Resident Engineer/Resident Technician. All trench settlement shall be corrected for a period of one year. Restoration, grading, and seeding of areas disturbed during the installation of the proposed cable will be incidental to the respective 108 Pay Item."

<u>108-3.5 SPLICING.</u> Add the following:

"In-line connections for existing cables cut during construction shall be repaired with the cast splice kit. The Contractor shall have a minimum of two splice kits on the job site at all times for emergency repairs. Cast splice kits shall be specified in paragraph (a) of Item 108-2.4. Splice cans shall be provided for existing cables cut and repaired for each splice in cables not to be abandoned. Where a splice can is not readily available at the time of the cable damage, splice markers shall be temporarily installed over each splice in cables not to be abandoned, then these splices shall later be replaced with new splices in an L-867 splice can.

There shall be no splices between series lighting circuit isolation transformers. In the event that a series lighting circuit cable is cut between isolation transformers, the entire length of cable between these isolation transformers shall be replaced.

The Contractor shall use a cable stripper/penciller whenever cable connections are made.

All splices and connections will be considered incidental to the respective cable."

# Add the following:

108-3.12 LOCATING 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 whatsoever 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/Resident Technician shall also be immediately notified. Any damage to such mains and services shall be restored to service at once and paid for by the Contractor at no additional cost to the Contract.

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

Payment for locating and marking underground utilities and cables will not be paid for separately, but shall be considered incidental to the plowing/trenching/boring of cable and cable in unit duct.

<u>108-3.13 SEPARATION OF HIGH-VOLTAGE AND LOW-VOLTAGE WIRING.</u> High-voltage circuit wiring (airfield lighting 5000 Volt series circuits and/or other circuits rated above 600 Volts) and low-voltage circuit wiring (rated 600 Volts and below) shall maintain separation from each other. High-voltage wiring and low-voltage wiring shall not be installed in the same wireway, conduit, duct, raceway, handhole, or junction box. Where necessary provide split flexible duct around low voltage cables located in a handhole with high voltage cables, to isolate the cables from possible contact with each other.

<u>108-3.14</u> SEPARATION OF COMMUNICATION CIRCUITS AND POWER WIRING. Communication circuits shall not be installed in the same raceway, conduit, duct, or handhole with power circuits.

<u>108-3.15 IDENTIFICATION OF CABLES.</u> At electrical handholes and manholes, identify and label each cable with respect to the origin and system or device served. Provide identification tags rated suitable for the respective locations with permanent markings.
#### METHOD OF MEASUREMENT

<u>108-4.3.</u> The quantity of power cable and/or control cable installed in conduit, duct and/or unit duct associated with the gate operator systems will not be measured for payment. This shall be incidental to the respective item for which it is installed or the respective electric gate installation (Including, but not limited to Item AS162761 Electric Gate Upgrade).

#### **BASIS OF PAYMENT**

<u>108-5.2.</u> Payment for the furnishing and installation of power cable installed in conduit duct and/or unit duct for the gate operator shall not be measured for payment and shall be incidental to the respective electric gate installation (Including, but not limited to Item AS162761 Electric Gate Upgrade), and no additional compensation will be made.

Payment for the furnishing and installation of control cable installed in conduit and/or duct for the gate operator shall not be measured for payment and shall be incidental to the respective electric gate installation (Including, but not limited to Item AS162761 Electric Gate Upgrade), and no additional compensation will be made.

# END OF ITEM 108

# ITEM 110 INSTALLATION OF AIRPORT UNDERGROUND ELECTRICAL DUCT

# DESCRIPTION

#### <u>110-1.1</u> Add the following:

"This item of work shall consist of the installation of all proposed conduits and ducts as shown on the Construction Plans."

#### 110-1.2 REFERENCES

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

# EQUIPMENT AND MATERIALS

#### 110-2.1 GENERAL. Add the following:

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

A. Conduit for concrete encased duct shall be Schedule 40 (minimum) Polyvinyl Chloride (PVC) or Schedule 40 (minimum) High-Density Polyethylene (HDPE), sized as detailed on the Plans, and suitable for concrete encasement.

- B. Plastic duct to be directional-bored shall be Schedule 40 PVC Conduit, Schedule 80 PVC Conduit or High-Density Polyethylene (HDPE) duct, (Schedule 40, Schedule 80, SDR 11, or SDR 13.5), and suitable for directional boring installation.
- C. Duct for direct burial applications shall be PVC Schedule 40 (minimum wall thickness) duct, High-Density Polyethylene (HDPE) Schedule 40 (minimum wall thickness) duct, or HDPE SDR 13.5 (minimum wall thickness) duct, and suitable for direct burial in earth.
- D. Where Galvanized Rigid Steel Conduit is noted to be installed on the Plans, plastic conduit will not be permitted as an alternative conduit or duct.

<u>110-2.2 STEEL CONDUIT.</u> Replace this section with the following:

"Rigid Steel Conduit and fittings shall be hot-dipped, galvanized, UL-listed, and produced in accordance with UL Standard 6 – Rigid Metal Conduit and ANSI C80.1 – Rigid Steel Conduit, Zinc Coated. Couplings, connectors, and fittings for rigid steel conduit shall be threaded, galvanized steel or galvanized, malleable iron, specifically designed and manufactured for the purpose. Fittings shall conform to ANSI C80.4 – Fittings Rigid Metal Conduit and EMT and UL 514B – Conduit, Tubing, and Cable Fittings. Set screw type fittings are not acceptable. Steel used to manufacture conduits shall be 100 percent domestic steel. Contractor shall provide certification that the respective steel conduits used on this project are manufactured from 100 percent domestic steel.

<u>Miscellaneous Fittings.</u> Fittings shall be suitable for use with conduits and ducts supplied. All fittings for use with rigid metal conduit shall be threaded. Set screw-type fittings are not acceptable. All conduit bodies, fittings, and boxes installed in classified hazardous locations (Class I, Division 1 or 2, Group D) shall be suitable for use in Class I, Division 1, and Group D locations. Fittings shall be as manufactured by Appleton, Crouse-Hinds, Hubbell-Killark, O-Z/Gedney, or approved equal.

#### <u>110-2.3 PLASTIC CONDUIT.</u> Add to this section:

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

- A. Conduits for concrete encasement shall be Schedule 40 PVC, UL-listed, rated for 90°C cable, conforming to NEMA Standard TC-2 and UL 651, listed suitable for concrete encasement or Schedule 40 (minimum) HDPE conduit, UL-listed, conforming to NEMA Standard TC-7 and UL 651B and listed suitable for concrete encasement.
- B. Conduits for directional boring shall be Schedule 40 PVC or Schedule 80 PVC conduit, UL-listed, rated for 90°C cable, conforming to NEMA Standard TC-2 and UL 651 and suitable for directional boring installation, Schedule 40 HDPE or Schedule 80 HDPE conduit, UL-listed, conforming to NEMA Standard TC-7 and UL 651B and suitable for directional boring installation, or Wall Type SDR 9, SDR 11, or SDR 13.5 HDPE conduit manufactured in accordance with ASTM D-3350 (Specification of Polyethylene Plastics Pipe and Fittings Materials) and ASTM F2160 (Standard Specification for Solid Wall, High-Density Polyethylene Conduit Based on Controlled

Outside Diameter), and suitable for directional boring installation. Per NEC 300.5 (K), raceways installed using directional boring equipment shall be approved for the purpose. Provide manufacturer's literature confirming the respective duct is suitable for directional boring with the respective Shop Drawing submittal.

C. Conduits for direct burial in earth shall be PVC Schedule 40 (minimum wall thickness), UL-listed, rated for 90°C cable, conforming to NEMA Standard TC-2 and UL 651, listed suitable for direct burial in earth, or HDPE Schedule 40 (minimum wall thickness), conforming to NEMA Standard TC-7 and UL 651B, or HDPE SDR 13.5 (minimum wall thickness) manufactured in accordance with ASTM D-3350 (Specification of Polyethylene Plastics Pipe and Fittings Materials) and ASTM F2160 (Standard Specification for Solid Wall, High-Density Polyethylene Conduit Based on Controlled Outside Diameter). Conduits shall be suitable for direct burial in earth and/or concrete encasement."

#### CONSTRUCTION METHODS

#### <u>110-3.1 GENERAL.</u> Add to this section:

"The proposed conduits and ducts shall be constructed at the locations and in accordance with the details shown on the Construction Plans. Ducts shall be installed 18 inches minimum below grade. Ducts located in area subject to farming shall be 42 in minimum below grade. Where detailed on the Plans or where required to avoid obstructions, ducts shall be buried deeper. Where concrete-encased duct interfaces to directional-bored duct at a pavement crossing, the concrete encasement shall be installed up to the respective pavement edge. Where concrete-encased duct interfaces to an electrical handhole or manhole, the concrete encasement shall be installed up to the respective handhole. Provide bushings or bells at conduit terminations in electrical handholes or manholes.

Underground ducts installed by directional-boring method shall be installed in a manner that will not damage any existing underground utilities, and shall not disturb or damage the respective pavement or roadway surface. Ducts shall be directional-bored at the locations shown on the Construction Plans. The ducts will be bored at a minimum depth of 24 in. below the bottom of the pavement it is being bored under. Ducts installed under paved areas and roadways shall extend a minimum of 10 feet beyond the respective pavement or roadway surface. A pull wire will be left in the conduit if it is to be left vacant. The ends of the conduit will be sealed with approved plugs.

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

All electrical work shall comply with the requirements of the NFPA 70 - National Electrical Code (NEC) most current issue in force and the applicable Federal Aviation Administration standards, orders, and advisory circulars. Equipment and materials shall be installed in conformance with the respective manufacturer's directions and

recommendations for the respective application. Any installations which void the UL listing, Intertek Testing Services verification/ETL listing, (or other third party listing), and/or the manufacturer's warranty of a device will not be permitted.

Contractor shall coordinate work and any power outages with the Airport Manager and the Resident Engineer/Resident Technician. Any shutdown of existing systems shall be scheduled with and approved by the Airport Manager prior to shutdown. 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).

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

Contractor shall comply with the requirements of FAA AC No. 150/5370-2 (current issue in effect) "OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION".

All temporary installations shall comply with National Electrical Code Article 590 – "Temporary Installations." The Contractor shall secure, identify, and place any above ground temporary wiring in conduit to prevent electrocution and fire ignition sources in conformance with the requirements of FAA AC 150/5370-2G, Part 218.3 "Lighting and Visual NAVAIDs"."

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

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

Any and all disturbed pavement areas will be restored to original or better condition. Restoration of pavement areas disturbed during the installation of the proposed ducts will be incidental to the respective pay item for which the duct is installed."

# Add the following:

<u>110-3.8 LOCATING EXISTING UNDERGROUND UTILITIES AND CABLES.</u> 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 whatsoever 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/Resident Technician shall also be immediately notified. Any damage to such mains and services shall be restored to service at once and paid for by the Contractor at no additional cost to the Contract.

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

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

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

# METHOD OF MEASUREMENT

# Add the following:

<u>110-4.3.</u> The quantity of conduit and/or duct for the electric slide gates and/or gate operator(s) shall not be measured for payment. This shall be incidental to the respective electric gate installation (Including, but not limited to Item AS162761 Electric Gate Upgrade) and shall include furnishing all materials and for all preparation, assembly, and installation of these materials; for all sawing and pavement removal; and for all excavation and backfilling with aggregate backfill, earth backfill and concrete; for all duct interface work to handholes/manholes including coring of handholes/manholes; and for all labor, equipment, tools, and incidentals necessary to complete the installation.

# **BASIS OF PAYMENT**

#### Add the following:

<u>110-5.2.</u> Payment for the furnishing and installation of conduit and/or duct for the gate operators shall not be measured for payment and shall be incidental to the respective electric gate installation (Including, but not limited to Item AS162761 Electric Gate Upgrade), and no additional compensation will be made. For each respective electric gate installation, all costs for furnishing all materials and for all preparation, assembly, and installation of these materials;

for all sawing and pavement removal; for all duct interface work to handholes/manholes including coring of handholes/manholes; for all boring and equipment; for all excavation and backfilling with aggregate backfill, earth backfill, and concrete; and for all labor, equipment, tools, and incidentals necessary to complete this item is considered incidental to the item of work for which the duct is being installed.

#### END OF ITEM 110

# **DIVISION VII – TESTING**

# **ITEM 611 COMPACTION CONTROL TESTS**

#### GENERAL

For the purposes of this project, the maximum density shall be determined in accordance with ASTM D 698, Standard Proctor.

# END OF ITEM 611

# APPENDIX A

IDOT Division of Aeronautics Policy Memorandum 96-1

Item 610, Structural Portland Cement Concrete: Job Mix Formula Approval & Production Testing Intentionally Left Blank

#### State of Illinois Department of Transportation Division of Aeronautics

# POLICY MEMORANDUM

April 1, 2010	Springfield	Number 96-1

#### TO: CONSULTING ENGINEERS

SUBJECT: ITEM 610, STRUCTURAL PORTLAND CEMENT CONCRETE: JOB MIX FORMULA APPROVAL & PRODUCTION TESTING.

I. This policy memorandum addresses the Job Mix Formula (JMF) approval process and production testing requirements when Item 610 is specified for an airport construction contract.

#### II. PROCESS

- a. The contractor may submit a mix design with recent substantiating test data or he may submit a mix design generated by the Illinois Division of Highways with recent substantiating test data for approval consideration. The mix design should be submitted to the Resident Engineer.
- b. The Resident Engineer should verify that each component of the proposed mix meets the requirements set forth under Item 610 of the *Standard Specifications for Construction of Airports* and/or the contract special provisions.
- c. The mix design should also indicate the following information:
  - 1. The name, address, and producer/supplier number for the concrete.
  - 2. The source, producer/supplier number, gradation, quality, and SSD weight for the proposed coarse and fine aggregates.
  - 3. The source, producer/supplier number, type, and weight of the proposed flyash and/or cement.
  - 4. The source, producer/supplier number, dosage rate or dosage of all admixtures.
- d. After completion of Items b and c above, the mix with substantiating test data shall be forwarded to the Division of Aeronautics for approval. Once the mix has been approved, the production testing shall be at the rate in Section III as specified herein.

Policy Memorandum 96-1 Page 2

# III. PRODUCTION TESTING

- a. One set of cylinders or beams, depending on the strength specified, shall be cast for acceptance testing for each day the mix is used. In addition, at least one slump and one air test shall be conducted for each day the mix is used. If more than 100 c.y. of the mix is placed in a given day, additional tests at a frequently of 1 per 100 c.y. shall be taken for strength, slump, and air. The concrete shall have a maximum slump of three inches (3") and minimum slump of one inches (1") when tested in accordance with ASTM C-143. The air content of the concrete shall be between 5% and 8% by volume. At no time shall the temperature of the concrete exceed 90 degrees Fahrenheit.
- b. If the total proposed amount of Item 610 Structural Portland Cement Concrete as calculated by the Resident Engineer is less than 50 c.y. for the entire project, the following shall apply:
  - The Resident Engineer shall provide calculations of the quantity of Item 610 to the Division of Aeronautics.
  - One set of cylinders or beams, depending the strength specified, shall be cast for acceptance testing.
  - One air content and one slump test shall be taken for acceptance testing.
  - The concrete shall have a maximum slump of three inches (3") and minimum of one inch (1") when tested in accordance with ASTM C-143. The air content of the concrete shall be between 5% and 8% by volume. At no time shall the temperature of the concrete exceed 90 degrees Fahrenheit.
- c. The Resident Engineer shall collect actual batch weight tickets for every batch of Item 610 concrete used for the project. The actual batch weight tickets shall be kept with the project records and shall be available upon request of the Department of Transportation.

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

Supersedes Policy Memorandum 96-1 dated January 1, 2004