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Letting November 17, 2023

Notice to Bidders, Specifications and Proposal



**Illinois Department
of Transportation**

Springfield, Illinois 62764

**Contract No. FL035
Flora Municipal Airport
Flora, Illinois
Clay County
Illinois Project No. FOA-4986
SBG Project No. N/A**



NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS.** Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). All bids must be submitted to the iCX system prior to 12:00 p.m. on November 17, 2023, at which time the bids will be publicly opened from the iCX SecureVault.
- 2. DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. FL035
Flora Municipal Airport
Flora, Illinois
Clay County
Illinois Project No. FOA-4986
SBG Project No. N/A**

Reconstruct Auto Parking Lot and Aircraft Hangar Access Pavements

For engineering information, please contact Lindsay D. Hausman, P.E. of Hanson Professional Services, Inc. at 217.747.9314.

3. INSTRUCTIONS TO BIDDERS.

- (a) This Notice, the invitation for bids, proposal and letter of award shall, together with all other documents in accordance with Article 10-18 of the Illinois Standard Specifications for Construction of Airports (Adopted April 1, 2012), become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.
- (b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.

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

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

- 6. DISADVANTAGED BUSINESS POLICY.** The DBE goal for this contract is 5.0%.

- 7. SPECIFICATIONS AND DRAWINGS.** The work shall be done in accordance with the Illinois Standard Specifications for Construction of Airports (Adopted April 1, 2012), the Special Provisions dated September 22, 2023, and the Construction Plans dated September 22, 2023 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 78 calendar days.

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

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

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

By Order of the
Illinois Department of Transportation

Omer Osman,
Secretary

State of Illinois
Department of Transportation

SPECIAL PROVISION
FOR
EEO

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

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

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

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

APPENDIX A

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

Area Covered (Statewide)

Goals for Women apply nationwide.

| GOAL | Goal (percent) |
|--------------------|----------------|
| Female Utilization | 6.9 |

APPENDIX B

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

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

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

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

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

State of Illinois
Department of Transportation

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

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

1. General

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

2. Equal Employment Opportunity Policy

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

3. Equal Employment Opportunity Officer

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

4. Dissemination of Policy

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

5. Recruitment

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

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

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

6. Personnel Actions

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

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

7. Training and Promotion

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

8. Unions

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

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

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

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

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

10. Records and Reports

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

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

State of Illinois
Department of Transportation

SPECIAL PROVISION
FOR
REQUIRED PROVISIONS – STATE CONTRACTS

Effective: April 1 1965
Revised: January 1, 2017

I. SELECTION OF LABOR

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

EMPLOYMENT OF ILLINOIS WORKERS DURING PERIODS OF
EXCESSIVE UNEMPLOYMENT

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

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

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

II. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

III. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

IV. COMPLIANCE WITH THE PREVAILING WAGE ACT

1. **Prevailing Wages.** All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the Contractor will not be allowed additional compensation on account of said revisions. Current wage rate information shall be obtained by visiting the Department of Labor website at <http://www.illinois.gov/idol/Pages/default.aspx>. It is the responsibility of the Contractor to review the rates applicable to the work of this contract at regular intervals in order to insure the timely payment of current rates. Provision of this information to the Contractor by means of the Department of Labor website satisfies the notification of revisions by the Department to the Contractor pursuant to the Act, and the Contractor agrees that no additional notice is required.
2. **Payroll Records.** The Contractor and each subcontractor shall make and keep, for a period of three years from the later of the date of final payment under the contract or completion of the contract, records of the wages paid to his/her workers. The payroll records shall include each worker's name, address, telephone number, social security number, classification, rate of pay, number of hours worked each day, starting and ending times of work each day, total hours worked each week, itemized deductions made, and actual wages paid. Upon seven business days' notice, these records shall be available at a location within the State, during reasonable hours, for inspection by the Department or the Department of Labor; and Federal, State, or local law enforcement agencies and prosecutors.
3. **SUBMISSION OF PAYROLL RECORDS (BDE)**

Effective: April 1, 2021
Revised: November 2, 2023

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

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

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

V. NONSEGREGATED FACILITIES

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

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

State of Illinois
Department of Transportation

SPECIAL PROVISION
FOR
SECTION 80 PROSECUTION AND PROGRESS

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

80-09 FAILURE TO COMPLETE ON TIME.

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

ADD:

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

State of Illinois
Department of Transportation

SPECIAL PROVISION
FOR
SECTION 90 MEASUREMENT AND PAYMENT

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

90-07 PARTIAL PAYMENTS.

DELETE: The entire section.

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

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

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

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

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

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

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

90-10 TRUST AGREEMENT OPTION.

DELETE: The entire section.

STATE OF ILLINOIS

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: Reconstruct Auto Parking Lot and Aircraft Hangar Access Pavements at Flora Municipal, Contract FL035, 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 **78 calendar days**, unless additional time is granted by the Engineer in accordance with the provisions of the specifications. In case of failure to complete the work on or before the time named herein, or within such extra time as may have been allowed by extensions, the bidder agrees that the Department of Transportation shall withhold from such sum as may be due him/her under the terms of this contract, the costs, as set forth in Section 80-09 Failure to Complete on Time of the Standard Specifications, which costs shall be considered and treated not as a penalty but as damages due to the State from the bidder by reason of the failure of the bidder to complete the work within the time specified in the contract.

CONSTRUCTION AIR QUALITY – DIESEL VEHICLE EMISSIONS CONTROL (BDE)

Effective: April 1, 2009

Revised: January 2, 2012

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

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

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

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

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

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

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

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

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

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

CONSTRUCTION AIR QUALITY – IDLING RESTRICTION (BDE)

Effective: April 1, 2009

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

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

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

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

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

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

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

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

SPECIAL PROVISION FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

Effective: September 1, 2000

Revised: March 2, 2019

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

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

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

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

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

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates, in the absence of unlawful discrimination and in an arena of fair and open competition, DBE companies can be expected to perform 5.0% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

- (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.

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

(c) The bidder may request administrative reconsideration of an adverse determination by emailing the Department at "DOT.DBE.UP@illinois.gov" within the five calendar days after the receipt of the notification of the determination. The determination shall become final if a request is not made on or before the fifth calendar day. A request may provide additional written documentation or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be reviewed by the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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

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

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

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

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

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

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

(e) DBE as a material supplier:

(1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.

(2) 100 percent goal credit for the cost of materials or supplies obtained from a DBE manufacturer.

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

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

(a) **NO AMENDMENT.** No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be emailed to the Department at DOT.DBE.UP@illinois.gov.

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

(c) SUBCONTRACT. The Contractor must provide copies of DBE subcontracts to the Department upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.

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

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

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

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

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

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

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

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

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

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

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

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

(6) The Contractor has determined the listed DBE subcontractor is not a responsible contractor;

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

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

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

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

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

(f) **FINAL PAYMENT.** After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than 30 calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Resident Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.

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

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

SPECIAL PROVISION FOR WEEKLY DBE TRUCKING REPORTS (BDE)

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

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

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

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

SPECIAL PROVISION FOR SUBCONTRACTOR MOBILIZATION PAYMENTS

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

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

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

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

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

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

SPECIAL PROVISION FOR PAYMENTS TO SUBCONTRACTORS

Effective: November 2, 2017

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

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

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

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

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

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

SPECIAL PROVISION FOR SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE)

Effective: April 2, 2018

Subcontractor and Disadvantaged Business Enterprise Payment Reporting

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

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

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

SPECIAL PROVISION FOR NPDES CERTIFICATION

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

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

The Airport Owner or its Agent will:

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

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

ILLINOIS WORKS APPRENTICESHIP INITIATIVE – STATE FUNDED CONTRACTS (BDE)

Effective: June 2, 2021

Revised: September 2, 2021

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

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

REVISIONS TO THE ILLINOIS PREVAILING WAGE RATES

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

If the Illinois Department of Labor revises the prevailing rates of wages to be paid as listed in the specification of rates, the contractor shall post the revised rates of wages and shall pay not less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor web site at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx> or by calling 312-793-2814. It is the responsibility of the contractor to review the rates applicable to the work of the contract at regular intervals in order to insure the timely payment of current rates. Provision of this information to the contractor by means of the Illinois Department of Labor web site satisfies the notification of revisions by the Department to the contractor pursuant to the Act, and the contractor agrees that no additional notice is required. The contractor shall notify each of its subcontractors of the revised rates of wages.

**SECTION III
SPECIAL PROVISIONS**

**RECONSTRUCT AUTO PARKING LOT AND AIRCRAFT
HANGAR ACCESS PAVEMENTS**

FLORA MUNICIPAL AIRPORT

FLORA, ILLINOIS

IL PROJECT NO: FOA-4986

PREPARED BY



Engineering | Planning | Allied Services
HANSON PROFESSIONAL SERVICES INC.
1525 SOUTH SIXTH STREET
SPRINGFIELD, ILLINOIS 62703-2886



Expires 11/30/23

100% SUBMITTAL
SEPTEMBER 22, 2023

SPECIAL PROVISIONS
FLORA MUNICIPAL AIRPORT
RECONSTRUCT AUTO PARKING LOT

IL PROJECT NO. FOA-4986
CONTRACT NO. FL035

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APPENDIX A – GEOTECHNICAL REPORT

FORWARD

These special provisions, together with applicable standard specifications, manuals, policies, memorandums, worksheets, rules and regulations, contract requirements for airport improvement projects (AIP), payroll requirements, and minimum wage rates, which are hereto attached or which by reference are herein incorporated, cover the requirements of the State of Illinois, Department of Transportation (IDOT), Division of Aeronautics (Division) for the following improvement project at Flora Municipal Airport, Flora, Illinois: **Reconstruct Auto Parking Lot and Aircraft Hangar Access Pavements.** This project includes reconstructing the parking lot and the eastern most t-hangar pavement section. The work includes alternative pavement sections and the following items:

- Removal of a taxiway stake mounted light,
- Direct burying an existing conduit,
- Installation of a water-line shut-off pit,
- Removal of existing HMA parking lot pavement,
- Removal of existing PCC airfield pavement,
- Constructing new parking lot and airfield pavement sections (HMA or PCC),
- Installing ADA compliant sidewalks,
- Installing a culvert,
- Installing a dumpster pad,
- Marking,
- Topsoiling,
- Seeding, and
- Mulching.

END OF FORWARD

GOVERNING SPECIFICATIONS AND RULES AND REGULATIONS

The Illinois Standard Specifications for Construction of Airports, State of Illinois Department of Transportation, Division of Aeronautics, adopted April 1, 2012, shall govern the project except as otherwise revised or noted in these Special Provisions. All references to IDOT Specifications refer to Standard Specifications for Road and Bridge Construction, Illinois Department of Transportation, adopted January 1, 2022, as revised. Resolution of conflicts with any part or parts of said Specifications shall be in accordance with Section 50-03 of the Standard Specifications.

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

END OF GOVERNING SPECIFICATIONS AND RULES AND REGULATIONS

MANUALS, POLICY MEMORANDUMS, AND GUIDES

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

| MANUALS | |
|--|--------------------------------|
| Title | Modified By Special Provisions |
| Airport Construction Documentation Manual (Updated 6/2014) | NO |
| Manual for Documentation of Airport Materials (Updated 4/01/2010) | NO |

| MANUALS | | |
|----------------|---|--------------------------------|
| No. | Title | Modified By Special Provisions |
| 87-2 | Density Acceptance of Bituminous Pavements | NO |
| 87-3 | Mix Design, Test Batch, Quality Control, and Acceptance Testing of PCC Pavement Mixture | NO |
| 87-4 | Determination of Bulk Specific Gravity (d) of Compacted Bituminous Mixes | NO |
| 90-1 | Resampling and Retesting of PCC Pavement | NO |
| 95-1 | Field Test Procedures for Mixer Performance And Concrete Uniformity Tests | NO |
| 96-1 | Item 610, Structural Portland Cement Concrete: Job Mix Formula Approval & Production Testing | NO |
| 96-3 | Requirements for Quality Assurance on Projects with Bituminous Concrete Paving | NO |
| 97-2 | Pavement Marking Paint Acceptance | NO |
| 2001-1 | Requirements for Cold Weather Concreting (2020) | NO |
| 2003-1 | Requirements for Laboratory, Testing, Quality Control, and Paving of Superpave Bituminous Concrete Mixtures for Airports (2020) | NO |
| 07-21 | Acceptance Procedure for Finely Divided Minerals Used in Portland Cement Concrete and Other Applications | NO |
| 22-1 | Accepted Cement Types | NO |
| | HMA Comparison Samples | NO |

| FORMS | | |
|--------------|--|--------------------------------|
| No. | Title | Modified By Special Provisions |
| AER 26 | Concrete Quality Control Plan | NO |
| AER 27 | Hot Mix Asphalt (HMA) Quality Control Plan | NO |

It is the Bidder's and Contractor's responsibility to review and incorporate into their bid, and work, the requirements contained in these Manuals, Policy Memorandums, and Guides. Copies of each applicable manual, policy memorandum, and guide can be found on the Illinois Department of Transportation, Division of Aeronautics webpage at:

<https://idot.illinois.gov/doing-business/procurements/construction-services/contractor-resources/aeronautics/construction-and-materials.html>.

Forms are located at: <https://idot.illinois.gov/resources/forms.html>.

END OF MANUALS, POLICY MEMORANDUMS, AND GUIDES

DIVISION I – GENERAL PROVISIONS

SECTION 40 - SCOPE OF WORK

Revise Section 40 of the Standard Specifications as follows:

40-05 MAINTENANCE OF TRAFFIC.

Add the following Paragraphs:

Prior to the issuance of a construction Notice-to-Proceed (NTP) by the Illinois Division of Aeronautics, the Contractor shall prepare and submit a Safety Plan Compliance Document (SPCD) in accordance with FAA Advisory Circular 150/5370-2 (current issue), paragraph 2.4.2, or equivalent section in subsequent/current issues. The SPCD shall be reviewed and approved by the Airport Manager, who will then submit the document to the Illinois Division of Aeronautics for their approval.

Construction of the project shall be performed by the Contractor in accordance with the guidelines specified in FAA advisory circular 150/5370-2 (current issue) and the airport rules and regulations. Any Contractor activities required for project safety shall be provided by the Contractor and be incidental to the contract.

To minimize disruptions of airport operations, construction operations must be controlled throughout the project's duration, and work must be completed expeditiously. A construction phasing plan detailing the sequencing of the Contractor's work throughout the project is included in the plans. The Contractor shall provide his written acceptance of the project construction phasing plan at the pre-construction conference. All changes to the construction phasing plan that may be requested by the Contractor must be approved by the FAA, the project engineer and the Airport Owner. It shall be the Contractor's responsibility to provide sufficient advance notice of any proposed phasing change to permit consideration and approval by the project engineer and the Airport Owner. The Contractor shall not be entitled to any extra compensation, nor extension to the contract time, because of a phasing change request or for any time necessary in receiving the required approvals. The Contractor shall expedite work at those stages where active taxiways, hangar access, aprons, roadways, or parking lots must be closed to minimize the length of time that Airport operations are restricted.

At the pre-construction conference, the Contractor shall provide a Contractor coordination plan that coordinates his work with the work of his subcontractors and the work of other contractors of other on-going Airport projects.

T-hangar taxiway access pavements will require closure. Airfield closures shall only be permitted by prior authorization of the resident engineer and the Airport Owner.

The Contractor shall furnish barricades for any airfield or roadway pavement to be closed by his work. It will be the Contractor's responsibility to furnish, place and maintain barricades as shown in the Construction Plans, and as directed by the Resident Engineer and Airport Owner. The cost of these items, and their maintenance will be considered incidental to the contract. Any work that requires portions of an active runway, taxiway, or apron to be closed must be completed expeditiously to minimize disruption to aircraft operations.

The Contractor shall erect and maintain, at no cost to the contract, directional and informational signs for the Contractor's access routes at the existing construction entrances and for the Contractor's route within the Airport Operations Area, as noted on the plans or as directed by the Resident Engineer. Where Contractor equipment is operating within active Aircraft Operations Areas, radio-equipped flaggers shall be furnished by the Contractor. Continuous pavement sweeping shall be furnished to remove debris from active aircraft movement paths. The cost of traffic control/flaggers will be considered incidental to the contract.

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

- All employees of the Contractor shall park their personal vehicles in the designated equipment parking and storage area. Each person or vehicle entering the Contractor area shall do so in accordance with the policies and procedures of the Airport Owner. The Contractor will transport the workers from the parking areas to the work area. Only Contractor vehicles will be allowed outside of the proposed equipment storage and parking areas.
- Should any Contractor personnel be identified as noncompliant with any vehicle driving safety requirements in this project safety plan or in the Airport vehicle operations regulations, such drivers shall be penalized by rescission of their on-Airport driving privileges, and their access to the construction limit area when operating vehicles shall be revoked.
- The Contractor will be required to be in contact with Airport operations. This will keep the Contractor in contact with Airport personnel and enable

the Airport personnel to immediately contact the Contractor in case of an aeronautical emergency that would require action by the Contractor and/or his personnel.

The Contractor shall remain within the construction limits line shown in the plans. When outside these limits, all Contractor activities shall adhere to the following:

- **Runway 3/21 (5,003' x 75' Paved)**

Remain more than 250 feet from the centerline and 300 feet from the end of the runway.

- **Runway 15/33 (2,715' x 100' Turf)**

Remain more than 125 feet from the centerline and 240' from the end of the runway.

- **Taxiways**

Remain more than 62 feet from any active centerline.

- **Taxilane**

Remain 55 feet from any active centerline marked on the apron.

- **Apron**

Remain 10 feet from any active apron edge.

When construction operations must be conducted within these separations, the pavement must be closed to aircraft activity by the Contractor by providing temporary barricades as shown in the plans, and in the case of runway pavements, closed runway markers. When haul vehicles are permitted to cross active airfield pavements, the Contractor will provide positive control of construction vehicles using radio-equipped flaggers. Contractor shall establish and maintain radio contact with:

- **CTAF/UNICOM (122.7 MHz).**

All Contractor's equipment used in active Airport Operations Areas shall be equipped with a FAA-standard flag, as referenced in FAA AC 150/5370-2, current issue. Aircraft shall have the right-of-way. The Contractor shall keep all equipment and personnel at least 15 feet from the edge of any active roadway or auto parking pavement. When his activities require working within 15 feet of the road/pavement edge, the Contractor shall provide for traffic control in accordance

with IDOT Specifications (Highway Standards). Open trenches, excavations and stockpiled material at the construction site shall be delineated with the use of barricades during hours of restricted visibility and/or darkness. No open trenches shall be allowed within the Runway Safety Area (RSA) or the Taxiway Safety Area (TSA) when the runway or taxiway is open to air traffic (including overnight). The following limits shall govern:

- **The RSA is defined as 75 feet from the centerline and 300 feet from the end of Runway 3/21.**
- **The RSA is defined as 60 feet from the centerline and 240 feet from the end of Runway 15/33.**
- **The TSA is measured as 39.5 feet from the centerline.**

No vertical drop of greater than 3-inches in height from pavement edge to earth grade or earth grade to earth grade within the RSA or TSA will be permitted when the runway or taxiway is open to air traffic. The Contractor will have steel plates on-site to allow for the rapid covering of trenches or earth drops in the event of unexpected work stoppages for weather or Airport emergencies.

When not in use and during nonworking hours, Contractor's equipment shall be parked within the Contractor's equipment storage and parking areas. The equipment storage and parking areas are to be located as shown on the phasing plan. The Contractor will be responsible for maintaining the construction entrances in good condition. The cost of maintaining the construction entrance and Contractor areas is to be incidental to the contract. The Contractor shall protect all existing pavement edges from damage from construction equipment and haul vehicles.

At no time shall the Contractor conduct any activities or operate or park equipment to obstruct active part 77 Airport imaginary surfaces or the runway protection zones (RPZ) as delineated in the plans. The contractor's equipment shall extend no higher than 25 feet. Cranes shall not be used during instrument weather conditions or at night. Cranes shall be lowered when not in use.

Before reopening temporarily closed pavements, the Contractor shall inspect and clean, as necessary, the pavement to assure that no materials or objects that may damage aircraft or vehicles remain. Any required cleaning shall be to the satisfaction of the Resident Engineer and Airport Owner and is incidental to the contract.

All work shall be completed in accordance with the approved project safety plan, issued by the Illinois Division of Aeronautics.

Failure to use these prescribed procedures or adhere to the safety requirements will result in the suspension of work.

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

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

The Contractor is to provide temporary construction roads within the construction limit lines as may be required by his activities. Heavy vehicles shall not cross existing pavement surfaces except as approved by the Airport Owner and the Resident Engineer. Any damage to pavements that may occur by the Contractor's activities shall be repaired at the Contractor's expense and to the satisfaction of the Airport Owner and the Resident Engineer. For haul routes made by Contractor through grassed areas, Contractor shall grade, level, topsoil, seed, and mulch at the end of the project, cost incidental to the contract.

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

The Contractor shall provide 3 days prior notice of any outages or shutdowns of utilities to the Owner and the agency owning the affected utility. The Contractor shall provide any temporary connections or other measures as may be required to maintain service as may be required by the owning agency at no cost to the Owner.

END OF SECTION 40

SECTION 50 - CONTROL OF WORK

Revise Section 50 of the Standard Specifications as follows:

50-06 CONSTRUCTION LAYOUT STAKES. Revise the first paragraph to read:

The Contractor shall be responsible for all construction layout and any extension of the control network provided in the plans necessary to properly complete the work.

Remove the following:

Delete paragraphs A, B, and C (under the heading RESPONSIBILITY OF THE RESIDENT ENGINEER).

Add the following:

Grades shall be furnished by the Contractor to the Project Engineer and shall include:

1. Subgrade surface
2. Crushed aggregate surface completed under **AR209604 / AS209608 / AT209604.**
3. Each lift of asphalt compacted under **AS403613.**
4. Each lift of asphalt compacted under **AS401613.**
5. Final surface for PCC pavements completed under **AR501605 / AR501506 / AT501506.**
6. Inverts for all pipe culverts installed under the contract.

Surveying shall also be furnished by the Contractor after any constructed surface requested by the Resident Engineer for which deviations from Plan grade elevations and/or slopes that are greater than those allowed in the Standard Specifications, or these Special Provisions, as identified by the Resident Engineer.

50-12 LOAD RESTRICTIONS. Add the following:

By submitting a bid, the Contractor acknowledges that the existing Airport pavements are of the "light-duty" type, requiring their consideration of

construction vehicle weights. Any damage to existing Airport pavements shall be repaired by the Contractor at their own expense and to the satisfaction of the Airport Owner and the Resident Engineer.

The Contractor shall erect and maintain directional and informational signs for the Contractor's access routes at the existing construction entrance and for the Contractor's routes within the Airport, as noted on the Plans, or as directed by the Resident Engineer/Technician. This work will be considered incidental to the contract.

50-16 FINAL ACCEPTANCE. Revise the first sentence of the first paragraph to read:

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

Add after the first sentence of the second paragraph:

The charging of Contract Time shall resume upon receipt of the punchlist from the Engineer and continue until the remaining work, including work as required in Section 40-08 Final Clean Up, is completed to the satisfaction of the Engineer.

END OF SECTION 50

SECTION 70 - LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

Add the following sections:

70-27 MAINTAINING OPERATION OF AIRFIELD LIGHTING AND NAVAIDS.

Shutdown of airfield lighting and/or NAVAIDs shall only be permitted during daylight hours and must be coordinated with and approved by the Airport Manager. All airfield lighting and navaid circuits shall be operational at night fall. The Contractor shall not leave the runway lighting, taxiway lighting, or any other airfield lighting circuit inoperable overnight. The Contractor shall provide temporary cable connections (in unit duct) and any manual operations of airfield lighting to keep them in operation overnight. The Contractor shall secure, identify, and place temporary exposed wiring in conduit, duct, or unit duct to prevent electrocution and fire ignition sources in conformance with the requirements of FAA AC 150/5370-2G "OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION.

70-28 SITE INSPECTION.

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.

70-29 TRAFFIC MAINTENANCE.

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

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 sections:

80-14 EMPLOYEE PARKING.

The Contractor's employees shall park their personal vehicles in the designated Equipment Parking Area as shown on the Proposed Safety and Phasing 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.

80-15 EQUIPMENT PARKING AND MATERIAL STORAGE.

The Contractor will be allowed to park equipment and store material in the Proposed Equipment Parking Area shown on the Safety and Phasing 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

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 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 to be furnished by the Contractor:

- N. One (1) Windows-compatible scanner configured to operate with item m, and capable of producing images of documents sized up to 11 inch by 17 inch, for the exclusive use by the Resident Engineer.

BASIS OF PAYMENT

150-4.1 Add the following to this section:

The mobile hot spot, wireless Aircard, internet access 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.

Payment will be made under:

Item AR150510 Engineer's Field Office – per lump sum.

END OF ITEM 150510

ITEM 105520 – MOBILIZATION

BASIS OF PAYMENT

105-3.1 Revise as follows:

Mobilization shall be limited to 10% of the original contract amount. Should the bid for mobilization exceed 10%, the amount over 10% will not be paid until the final acceptance of the project by the engineer.

Based upon the contract lump sum price for “Mobilization” partial payments will be allowed as follows:

- a. With the first pay request, 25%.
- b. When 25% or more of the original contract is earned, an additional 25%.
- c. When 50% or more of the original contract is earned, an additional 40%.
- d. The remaining 10% of the pay item will be paid along with any amount bid in excess of 10% of the original contract amount upon final acceptance of the project by the Engineer.

Payment will be made under:

Item AR150520 Mobilization – per lump sum.

END OF ITEM 150520

ITEM 105530 – TRAFFIC MAINTENANCE

DESCRIPTION

150530-1.1 This work shall consist of the furnishing, installation, maintenance, relocation, and removal of work zone traffic control and protection, and will be in accordance with the Plans, Plan details, and the guidelines specified in FAA Advisory Circular 150/5370-2 (current issue). The item shall also include the provision for pavement sweepers, cleaning, flaggers, radio equipment for traffic control, set-up, operation, maintenance, and removal of taxiway closure markers, as shown in the Site and Safety Plan and as specified in these Special Provisions.

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

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

The Contractor will notify the Resident Engineer in writing three (3) calendar days prior to any activities that will disrupt runway, taxiway and/or apron traffic; a three-day notice will be required for road closures and lane closures.

MATERIALS

150530-2.1 Materials shall be according to the following:

- FAA Advisory Circular 150/5370-2 (current issue), Operational Safety on Airports During Construction.
- Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2022.
- Illinois Department of Transportation Supplemental Specifications and Recurring Special Provisions adopted January 1, 2022.

CONSTRUCTION METHODS

150530-3.1 All work zone traffic control, and protection shall be according to: the Site and Safety Plan, Notes, and details; FAA Advisory Circular 150/5370-2 (current issue), Operational Safety on Airports During Construction, and Highway Standards (latest issue), as published by the Illinois Department of Transportation.

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

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

The traffic control should remain in place only as long as needed and shall be removed when directed by the Resident Engineer.

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

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

METHOD OF MEASUREMENT

150530-4.1 Traffic control and protection required under Traffic Maintenance will not be measured for payment.

BASIS OF PAYMENT

150530-5.1 Traffic Maintenance shall include furnishing all labor, materials, tools, equipment, and incidentals, including that for relocation, removal and maintenance of the materials necessary to complete the item as specified. The effort will be considered incidental to the contract.

END OF ITEM 150530

ITEM 152 – EXCAVATION AND EMBANKMENT

DESCRIPTION

152-1.2 CLASSIFICATION Delete the second, third and fourth Paragraphs and add the following:

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

Subgrade undercut (completed under Subgrade Repair) shall not be incorporated into the work as fill material. This material shall be loaded and hauled to an off-site disposal site authorized to accept the debris. The loading, hauling and disposal off-site, including any regulatory testing/documentation, shall not be paid for separately, but shall be included in the Contract unit price for Subgrade Repair.

CONSTRUCTION METHOD

152-2.1 GENERAL Add the following:

The Contractor will proof-roll the subgrade when required by the Resident Engineer, as directed by the Resident Engineer. The cost for this proofing will not be paid separately but shall be included in the cost for Unclassified Excavation or Subgrade Repair as appropriate.

152-2.2 EXCAVATION Add the following to the fifth paragraph:

Unsuitable/unstable material, as determined by the Resident Engineer, and any excess suitable material not used in the Work shall be loaded, hauled, tested/documented as may be required by state law, and disposed of at an off-site disposal site authorized to accept the debris. Only material identified by the Resident Engineer for haul and disposal shall be hauled from the Work and disposed of at the off-site location.

Contractor shall provide for all materials testing and suitability documentation as required by State law for the disposal of suitable material or unsuitable construction debris. Loading, haul, testing and disposal of the excess material to the off-site disposal site shall not be paid for separately, but shall be included in the Contract unit price for Unclassified Excavation or Subgrade Repair as appropriate.

Add the following:

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

Topsoil to be used elsewhere under this project shall be stockpiled within the construction limits but located so as not to violate any runway or any taxiway safety or object area criteria, or obstruct any FAR Part 77 imaginary surfaces, or be located within 15 feet of the pavement edge, or the roadway clear area, whichever is greater, until separately placed. The location shall be approved by the Resident Engineer. Placement and storage of the topsoil shall not be paid for separately but shall be included in the Contract unit price for Unclassified Excavation.

Revise paragraph 8 as follows:

Excavation and embankment shall be compacted to a density of not less than the percentage of the maximum density, at optimum moisture, shown in TABLE 1 as determined by the compaction control tests cited in Division VII for ASTM D 698 (Standard Proctor) for Aircraft weights of less than 60,000 pounds. The same tests will apply to parking lots.

152-2.9 TOLERANCES Add the following:

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

BASIS OF PAYMENT

152-5.1 Add the following:

Payment will be made under:

Item AS152410 Unclassified Excavation – per square yard.

Item AT152410 Unclassified Excavation – per square yard.

END OF ITEM 152

ITEM 152511 – SUBGRADE REPAIR

DESCRIPTION

152-1.1

When unsuitable material is encountered, as designated by the resident engineer, work shall consist of constructing an aggregate subgrade improvement.

MATERIALS

152-2.1 GEOTEXTILE FABRIC FOR SOIL STABILIZATION

Fabric for soil stabilization shall consist of woven yarns or nonwoven filaments of polyolefins or polyesters. Woven fabrics shall be Class 2 and nonwoven fabrics shall be Class 1 according to AASHTO M 288. The physical properties for soil stabilization fabrics shall be according to the following:

| PHYSICAL PROPERTIES | | |
|---|-----------------------|-----------------------|
| Grab Strength, lb ASTM D 4632 ² | 247 min. ³ | 247 min. ³ |
| Elongation/Grab Strain, % ASTM D 4632 ³ | 49 max. | 50 min. |
| Trapezoidal Tear Strength, lb – ASTM D 4533 ³ | 90 min. | 79 min. |
| Puncture Strength, lb ASTM D 6241 ³ | 494 min. | 433 min. |
| Apparent Opening Size, Sieve No. ASTM D 4751 ⁴ | 40 max. | 40 max. |
| Permittivity, sec ⁻¹ ASTM D 4491 | 0.05 min. | |
| Ultraviolet Stability, % retained strength after 500 hours of exposure ASTM D 4355 | 50 min. | 50 min. |

1. NTPEP results (manufacturer’s QC test values) to meet test requirements. Manufacturer shall have public release status and current reports on laboratory results in Test Data of NTPEP’s DataMine.
2. MD = Machine direction. XD = Cross-machine direction.
3. Values represent the minimum average roll value (MARV) in the weaker
4. principle direction, MD or XD.
5. Values represent the maximum average roll value.

152-2.2 AGGREGATE

The coarse aggregate shall be crushed gravel, crushed stone, or crushed concrete. In applications where greater than 24 in. (600 mm) of ASI material is required, gravel may be used below the top 12 in (300 mm) of ASI.

Quality. The coarse aggregate shall consist of sound durable particles reasonably free of deleterious materials.

The coarse aggregate gradation for subgrade repair shall be IDOT CA 2 or CS 1 capped with CA 6 or CA 10 (IDOT Standard Specification for Road and Bridge Construction 2022 - Article/Section 1004.07 and 1005.01(c)).

| COARSE AGGREGATE SUBGRADE CONDITIONS | | | | | |
|--------------------------------------|--------------------------------|--------|---------|---------|---------|
| Grad No. | Sieve Size and Percent Passing | | | | |
| | 8" | 6" | 4" | 2" | #4 |
| CS 1 | 100 | 97 ± 3 | 90 ± 10 | 45 ± 25 | 20 ± 20 |

CONSTRUCTION METHODS

155-3.1

12-inches of unsuitable material shall be removed in accordance with Item 152, and the subgrade compacted to the satisfaction of the engineer.

The soil stabilization fabric shall be installed in conformance with the applicable requirements of the IDOT Standard Specifications for Road and Bridge Construction, latest edition on prepared subgrade.

The top surface of the aggregate subgrade improvement shall consist of a layer of capping aggregate gradations CA 6 or CA 10 that is 3 in. (75 mm) thick after compaction.

Each lift of aggregate shall be compacted to the satisfaction of the Engineer. If the moisture content of the material is such that compaction cannot be obtained, sufficient water shall be added so that satisfactory compaction can be obtained.

The aggregate subgrade improvement shall be finished to the lines, grades, and cross sections shown on the plans, or as directed by the Engineer. The aggregate subgrade improvement shall be maintained in a smooth and compacted condition.

METHOD OF MEASUREMENT

155-4.1

Subgrade repair shall be the number of square yards measured in the field, completed, and accepted.

BASIS OF PAYMENT

155-5.1

Payment shall be made at the contract unit price per square yard which price and payment shall be for full compensation for furnishing all materials (fabric, aggregate, etc.), labor, equipment, soil removal, and any incidentals necessary to complete subgrade repair.

Payment will be made under:

Item AR152511 Subgrade Repair – per square yard.

END OF ITEM 152511

ITEM 156000 – EROSION CONTROL

BASIS OF PAYMENT

156-5.1 Add the following:

Payment will be made under:

Item AR156510 Silt Fence – per foot.

Item AR156520 Inlet Protection – per each.

END OF ITEM 152511

ITEM 209 – CRUSHED AGGREGATE BASE COURSE

Revise Item 209 of the Standard Specifications as follows:

DESCRIPTION

209-1.1 Add the following:

The Crushed Aggregate Base Course shall be placed upon a prepared subgrade in lifts of limited thickness as required in the Standard Specifications and to the total uniform compacted thicknesses shown in the Plans. In accordance with Section 209-3.2, the material used in this item shall be pugmilled with water at a central mixing plant or traveling plant and placed at the material's optimum moisture content.

MATERIALS

209-2.1 CRUSHED COARSE AGGREGATE Add the following:

The Gradation B column in Table 1, Requirements for Gradation of Aggregate, shall be used.

CONSTRUCTION METHODS

209-3.4 FINISHING AND COMPACTING Add the following:

Add the following after the first Paragraph:

For compaction control testing, this item is to be constructed for aircraft weighing Less than 60,000 pounds (Standard Proctor).

Add the following after the third Paragraph:

The Contractor shall furnish the Resident Engineer with the size and type of straightedge required to check the pavement components as directed in the various sections of the Specifications.

209-3.7 SURFACE GRADE ACCURACY Add the following to this Section:

For purposes of this grade check, the Contractor shall furnish grade elevations for the crushed aggregate base course to the Project Engineer for review, as specified under Section 50-06 (Responsibility of the Contractor Paragraph G).

METHOD OF MEASUREMENT

209-4.1 Delete. Section 209-4.2 of the Standard Specifications shall be used.

209-4.3 Delete.

BASIS OF PAYMENT

156-5.1 Add the following:

Payment will be made under:

Item AR209604 Crushed Agg. Base Course-4" – per square yard.
Item AS209608 Crushed Agg. Base Course-8" – per square yard.
Item AT209604 Crushed Agg. Base Course-4" – per square yard.

END OF ITEM 209

ITEM 401 – BITUMINOUS SURFACE COURSE-SUPERPAVE

Revise Item 401 of the Standard Specifications as follows:

DESCRIPTION

401-1.1 Note the following:

Method I paving shall be used, and proportioning shall be for aircraft weighing less than 60,000 pounds, runway, parking or taxiway pavements.

MATERIALS

401-3.1 COMPOSITION OF MIXTURE Add the following:

For the parking lot area only, a highway mix as described below may be used.

1. The asphalt mix design for the project will be completed using **Section 406 of the Standard Specifications for Road and Bridge Construction, Adopted January 1, 2022 shall govern all material and design requirements for this item.** Mix design shall meet criteria set forth in the Hot-Mix Asphalt Mixture Requirements Table.

| HOT MIX ASPHALT MIXTURE REQUIREMENTS | | |
|--|---|-------------------------|
| ITEM | MIXTURE TYPE | AIR VOIDS (%) @ Ndes |
| ITEM 401 BIT. SURF. CSE. – METHOD I SUPERPAVE | HMA SURFACE COURSE, MIX “C”, N50 (IL 9.5 MM) | 4% @ 50 GYR |

2. The AC type shall be SBS PG 76-22.
3. The job mix formula shall meet criteria set forth in the Hot-Mix Asphalt Mixture Requirements Table and in accordance with the Standard Specifications for Road and Bridge Construction, Adopted January 1, 2022.

401-3.2 JOB MIX FORMULA Add the following:

This item is to be designed for Traffic Mix Aircraft Under 60,000 Pounds – Parking Apron

CONSTRUCTION METHODS

401-4.4 HMA PAVERS Add the following:

Should Plan grade elevations and slopes for the Bituminous Base Course have been achieved, subject to the tolerances permitted for Item AR403613, the Contractor may use a ski-type device of not less than 30 feet in length, or as directed by the Engineer, in conjunction with the HMA paver controls. Should Plan grade elevations and/or slopes have not been achieved for the Bituminous Base Course, taut stringline (wire) shall be used for grade control.

401-4.14 SURFACE TESTS Add the following:

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

BASIS OF PAYMENT

401-6.1 Add the following:

Payment will be made under:

Item AS401613 Bit. Surf. Cse. -Method I, Superpave – per ton.

END OF ITEM 401

ITEM 401900 – REMOVE BITUMINOUS PAVEMENT

DESCRIPTION

401-1.1 Add the following to this section:

Within the limits shown in the Plans or as directed by the Resident Engineer, the Contractor shall remove all of the existing bituminous concrete pavement. No separate measurements will be made for various HMA thicknesses that may be encountered. Existing Crushed Aggregate Base Course removal that may be required to furnish Plan elevations shall be paid under Unclassified Excavation.

The existing bituminous pavement structure consists of an estimated 4.5 inches of asphalt over 6 inches of crushed stone for the parking lot.

Bituminous pavement removal associated with the taxiway consists of an estimated 10 inches of asphalt over 6 inches of crushed stone.

BASIS OF PAYMENT

401-6.1 Add the following:

Payment will be made under:

Item AR401900 Remove Bituminous Pavement– per square yard.

END OF ITEM 401900

ITEM 403 – BITUMINOUS BASE COURSE - SUPERPAVE

Revise Item 401 of the Standard Specifications as follows:

DESCRIPTION

403-1.1 Note the following:

Method I paving shall be used, and proportioning shall be for aircraft weighing less than 60,000 pounds, runway, parking or taxiway pavements.

MATERIALS

403-3.1 COMPOSITION OF MIXTURE Revise with the following:

For the parking lot area only, a highway mix as described below may be used.

1. The asphalt mix design for the project will be completed using **Section 406 of the Standard Specifications for Road and Bridge Construction, Adopted January 1, 2022 shall govern all material and design requirements for this item.** Mix design shall meet criteria set forth in the Hot-Mix Asphalt Mixture Requirements Table.

| HOT MIX ASPHALT MIXTURE REQUIREMENTS | | |
|---|--|-------------------------|
| ITEM | MIXTURE TYPE | AIR VOIDS (%) @ Ndes |
| ITEM 403 BIT. BASE COURSE – METHOD I SUPERPAVE | HMA BINDER COURSE, N50 (IL 19.0 MM) | 4% @ 50 GYR |

2. The AC type shall be PG 64-22.
3. The job mix formula shall meet criteria set forth in the Hot-Mix Asphalt Mixture Requirements Table and in accordance with the Standard Specifications for Road and Bridge Construction, Adopted January 1, 2022.

401-3.2 JOB MIX FORMULA Add the following:

This item is to be designed for Traffic Mix Aircraft Under 60,000 Pounds – Parking Apron

CONSTRUCTION METHODS

401-4.15 ACCEPTANCE TESTING F HMA MIXES FOR DENSITY Add the following:

Acceptance of the surface mix shall be performed in accordance with requirements for Method I: Less than 2,500 tons/pay item.

401-4.16 SURFACE TESTS Add the following:

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

BASIS OF PAYMENT

403-6.1 Add the following:

Payment will be made under:

Item AS403613 Bit. Base Course -Method I, Superpave – per ton.

END OF ITEM 403

ITEM 501 – PORTLAND CEMENT CONCRETE PAVEMENT

DESCRIPTION

501-1.1 Note the following:

If additive alternative B is awarded, the project will be completed using Method I Paving.

MATERIALS

501-2.3 CEMENTITIOUS MATERIAL Replace paragraph one with the following:

Cement shall conform to the requirements of ASTM C150 Type I or ASTM C595 Type IL. Other cement types may be allowed by Special Provision.

501-2.6 STEEL REINFORCEMENT Replace with the following:

Reinforcement of panels as shown in the Plans shall be welded wire steel fabric of the size and dimensions shown in the Plans conforming to ASTM A185

501-2.9 COVER MATERIAL FOR CURING Revise with the following:

Curing materials shall conform to the following specification:

- A. Liquid membrane-forming compounds for curing concrete shall conform to the requirements of ASTM C 309, Type 2.

501-2.10 ADMIXTURES Add the following Item E:

Set-accelerating admixtures shall meet the requirements of ASTM C494, Type C. Calcium chloride and admixtures containing calcium chloride shall not be used.

Add the following:

501-2.12

Concrete materials shall meet the requirements of Item 610, Structural Portland Cement Concrete for sidewalk (AR501605 5" PCC Sidewalk) and for the refuse disposal area and approach in front of the t-hangar (AR501506 6" PCC Pavement).

CONSTRUCTION METHODS

501-3.6(B) PROPORTIONS Delete this Section in its entirety.

501-3.16 SURFACE TEST Add the following:

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

501-3.21 OPENING TO TRAFFIC Add the following:

Prior to opening, the pavement shall be cleaned of all deleterious material. Sweeping shall be conducted in such a manner that dust will not affect operations at the Airport.

BASIS OF PAYMENT

501-5.1 Add the following:

Payment will be made under:

Item AR501605 5" PCC Sidewalk – per square foot.
Item AR501506 6" PCC Pavement – per square foot.
Item AT501506 6" PCC Pavement– per square yard.
Item AT501530 PCC Test Batch – per each.

END OF ITEM 501

ITEM 501900 – REMOVE PCC PAVEMENT

DESCRIPTION

501-1.1 Add the following to this section:

Within the limits shown in the Plans or as directed by the Resident Engineer, the Contractor shall remove all the existing Portland cement concrete pavement. No separate measurements will be made for various thicknesses that may be encountered. Existing Crushed Aggregate Base Course removal that may be required to furnish Plan elevations shall be paid under Unclassified Excavation.

Pavement removal associated with the t-hangar taxilanes consists of an estimated 6 inches of concrete.

BASIS OF PAYMENT

501-5.1 Add the following:

Payment will be made under:

Item AR501900 Remove PCC Pavement – square yard.

END OF ITEM 501900

ITEM 602 – BITUMINOUS PRIME COAT

MATERIALS

602-2.1 Revise as follows:

The bituminous material used for prime coat shall be either MC-30 or PEP.

CONSTRUCTION METHOD

602-2.1 APPLICATION OF BITUMINOUS MATERIAL: Revise as follows:

The prime coat shall be permitted to cure until the penetration has been approved by the Engineer, but at no time shall the curing period be less than 24 hours for MC-30 or 4 hours for PEP. Pools of bituminous material occurring in the depressions shall be squeegeed over the surrounding surface the same day the prime coat is applied. At no time during curing shall traffic be allowed upon the primed surface. The prime coat shall be maintained at all times by the Contractor.

BASIS OF PAYMENT

602-5.1 Add the following:

Payment will be made under:

Item AS602510 Bituminous Prime Coat – per gallon.

END OF ITEM 602

ITEM 603 – BITUMINOUS TACK COAT

BASIS OF PAYMENT

603-5.1 Add the following:

Payment will be made under:

Item AS603510 Bituminous Tack Coat – per gallon.

END OF ITEM 603

ITEM 610 – STRUCTURAL PORTLAND CEMENT CONCRETE

MATERIALS

610-2.4 CEMENT Add the following:

Cement shall conform to the requirements of ASTM C150 Type I or ASTM C595 Type IL. Other cement types may be allowed by Special Provision.

610-2.11 CALCIUM CHLORIDE Delete Section.

610-3.2 CONCRETE PROPORTIONS Revise the sixth paragraph as follows:

The concrete used for the dumpster pad shall develop a compressive strength of 4,000 pounds per square inch in 14 days, and all other 610 concrete on the project shall develop a compressive strength of 3,500 pounds per square inch in 14 days, as determined by test cylinders made in accordance with AASHTO T 23 and tested in accordance with AASHTO T 22.

END OF ITEM 610

ITEM 620 – PAVEMENT MARKING

MATERIALS

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

The paint used to mark the proposed pavements shall be Waterborne paint.

White paint color shall match color 37925 of Federal Standard No. 595.

Yellow paint color shall match color 33538 or 33655 of Federal Standard No. 595.

Black paint color shall match color 37038 of Federal Standard No. 595.

When concrete pavement is to be painted, it shall attain an age of 28 days before the curing compound is removed and the paint is applied.

CONSTRUCTION METHODS

620-3.5 APPLICATION

Replace paragraph two with the following:

The paint shall be mixed in accordance with the manufacturer's instructions and, except for black paint, applied to the pavement with a marking machine in two applications as shown in TABLE 1. The first application shall be 50% of the specified application rate and applied as a temporary marking. The final marking application must be at a rate equal to 100% of the full application rate with glass beads. The addition of thinner will not be permitted. Black paint shall be applied in one application at a rate equal to 100% of the full specified rate.

Replace paragraph three with the following:

A period of 30 days shall elapse between placement of surface course and application of the permanent (final) paint markings. Paint shall be applied at the locations and to the dimensions and spacing shown on the plans. Paint shall not be applied until the layout and condition of the surface has been approved by the RPR.

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 AR620525 Pavement Marking–Black Border – per square foot.

END OF ITEM 620

DIVISION IV – DRAINAGE

ITEM 701 – PIPE FOR STORM SEWERS AND CULVERTS

DESCRIPTION

701-1.1 Add the following:

This item shall also include the removal of existing pipe, regardless of size and type, at the locations shown in the Plans, or as directed by the Resident Engineer.

MATERIALS

701-2.1 GENERAL Add the following:

The culvert shall be a 16-inch HDPE N-12, dual wall, soil-tight (ST), integral bell (IB) culvert pipe or equivalent. Structure strength must be able to support H-25 live loads with 12" minimum cover.

Material for pipe production shall be high-density polyethylene conforming with the minimum requirements of cell classification 424420C for 4- through 10-inch diameters, and 435400C for 12- through 60-inch diameters, as defined and described in the latest version of ASTM D3350, except that carbon black content should not exceed 4%. The 12- through 60-inch pipe material shall comply with the notched constant ligament-stress (NCLS) test as specified in Sections 9.5 and 5.1 of AASHTO M294 and ASTM F2306, respectively.

Pipe shall be joined using a bell & spigot joint meeting AASHTO M252, AASHTO M294 or ASTM F2306. The joint shall be soil-tight and gaskets for diameters 12-through 60-inch, shall meet the requirements of ASTM F477. For diameters 4-through 10-inch, the joint shall be soil tight using an engaging dimple connection. Gaskets shall be installed by the pipe manufacturer and covered with a removable, protective wrap to ensure the gasket is free from debris. A joint lubricant available from the manufacturer shall be used on the gasket and bell during assembly.

Fittings shall conform to AASHTO M252, AASHTO M294 or ASTM F2306. Bell and spigot connections shall utilize a welded bell and valley or saddle gasket meeting the soil-tight joint performance requirements of AASHTO M252, AASHTO M294 or ASTM F2306.

METHOD OF MEASUREMENT

701-4.1 Add the following:

The footage of pipe removed to be paid for shall be the number of linear feet of pipe, marked for removal in the plans or by the Resident Engineer, completed and approved, to be measured along the centerline of the pipe from end of pipe or inside face of structure to end of pipe or inside face of structure, whichever is applicable. The classes, and types and sizes of pipe removed will not be measured separately but shall be the sum of all measured pipe lengths.

BASIS OF PAYMENT

701-5.1 Add the following:

Payment will be made under:

- Item AR701900 Remove Pipe – per foot.
- Item AR800925 HDPE Pipe Culvert – per foot.

END OF ITEM 701

ITEM 705 – PIPE UNDERDRAINS FOR AIRPORTS

DESCRIPTION

705-1.1 Add the following:

The work will consist of adjusting existing PVC cleanout and inspection pipes and installing inspection / cleanout frame and lids capable of handling vehicular traffic.

MATERIALS

705-3.9 HEADWALLS, END SECTIONS, INSPECTION HOLES, COLLECTION STRUCTURES AND CLEANOUTS FOR UNDERDRAINS Add the following:

Cleanouts for underdrains shall be constructed in accordance with the applicable sections of Item 752. Castings shall be R-6461 by Neenah Foundry, V2610-1 by EJ Group. The frame and lid shall be flush with pavement.

BASIS OF PAYMENT

705-5.1 Add the following to this section:

Payment will be made under:

Item AR751944 Adjust Underdrain cleanout – per each.

END OF ITEM 705

ITEM 751 – MANHOLES, CATCH BASINS, INLETS AND INSPECTION HOLES

DESCRIPTION

751-1.1 Add the following:

This item will also include the construction of a trench drain that shall be installed in accordance with the manufacturer's instructions. The product shall be made up of selected components that together shall make a functional trench drain system. The trench drain components, provided and installed, shall be the trench drain body, load bearing frame, trench drain grate, grate locking mechanism, concrete cradle, channel joint sealing, and any required outlet connection.

MATERIALS

Add the following section:

751-2.9 TRENCH DRAIN

The trench drain shall be Dura Trench manufactured by Eric'sons, Trench Drain Systems (TDS), or approved equal.

- A. Trench Body Material: Prefabricated glass fiber reinforced polymer body (Polyester resin) (DTPF). The trench drain body shall be composed of polyester fiber reinforced polymer concrete. The trench shall have a clear open throat and have a rounded or flat bottom as indicated in plan details. The trench body shall be gray in color to closely resemble the color of concrete. The trench body shall have a manning's roughness coefficient of 0.009 for improved flow rates and reduced debris build-up. Sections shall be 96" long (typical) and have a 2" receiving flange on the upstream end for receiving and sealing the trench sections together. Each of the sections shall be labeled to indicate proper flow and placement. The trench body shall mate to the frame and form a grate seat that shall accept the specified grate. The body shall be supplied with a factory fit plywood top for rail alignment and fastening of the channels in the field ensuring that the rails are cast in a coplanar manner. The trench body shall have the following properties: 12,600 psi minimum tensile strength per ASTM C307, 12,000 psi. minimum compressive strength per ASTM C579, 26,500 psi minimum flexural strength per ASTM C580, less than 0.35% water absorption, shall be frost proof, salt proof, and be resistant to dilute acids and alkalis per ASTM C267.
- B. Slope: 0.5% Minimum (see plans).
- C. Grate: The grate shall be steel per ASTM A36 with a black power coating. The Grate shall be ADA compliant and exceed H-20 wheel loading.

- D. Frame: HDBP - Heavy duty black powder painted steel.
- E. Grate Locking: Not required.
- F. Outlet: The outlet will be
 - a. Pipe Size: 3-inch
 - b. Pipe Type SDR 35
 - c. Location: One end shall be capped and one end shall allow for the connection of the applicable pipe size.

CONSTRUCTION METHODS

751-3.1 UNCLASSIFIED EXCAVATION Add the following:

The contractor shall ensure the subgrade is compacted in accordance with Item 152.

The contractor shall ensure any reinforcement is placed and firmly held in place prior to linear drain installation. All reinforcement steel shall follow concrete reinforcing steel institute standards.

751-3.3 CONCRETE STRUCTURES Add the following:

Place concrete to completely encapsulate the trench drain as shown in contract documents. The drain shall be finished 1/8" below finish grade while ensuring proper slope of adjacent areas toward the drain creating positive flow to the drain.

Construct expansion and control joints as indicated in construction documents. The trench drain products are not to be used as a construction or control joint in the lengthwise direction. All construction, expansion, or control joints placed traverse to the system shall be made at linear drain joints in the frame.

BASIS OF PAYMENT

751-5.1 Add the following to this section:

Payment will be made under:

Item AR751001 Trench Drain – per foot.

END OF ITEM 751

ITEM 760810 – WATER METER

DESCRIPTION

760810-1.1

The work will consist of coordinating with the owner and utility company to adjust an existing water meter pit that consists of a white corrugated poly meter box and Mueller lid. There are two PVC ball valves that have a wire tracer that extends to existing frost proof hydrants. The scope will consist of installing a new bottomless two (2) foot diameter catch basin with a cast iron solid lid casting. The catch basin will require creating doghouse openings to straddle the pipes. Adjustments to the shutoffs and waterlines to maintain proper depth will be incidental to this pay item.

MATERIALS

760810-2.1

This work shall be performed in accordance with, and the materials shall comply with the applicable portions of the Standard Specifications for Water and Sewer Main Construction in Illinois, Seventh Edition, dated 2014 and the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, dated April 1, 2022.

CONSTRUCTION METHODS

760810-3.1

The resetting of the pit, shutoffs, and water line shall be done in accordance with the requirements of the Clay Electric Cooperative, Inc.

METHOD OF MEASUREMENT

760810-4.1

The quantity shall be measured by the number of water meters placed, per each, as shown in the plans or as directed by the Engineer.

BASIS OF PAYMENT

760810-5.1

This price shall be full compensation for furnishing all materials and for all preparation, excavation, backfilling and placing of materials; furnishing and installation of such specials and connections to pipes and other structures as may be required to complete

the item as shown on the plans; and for all labor, equipment, tools, and incidentals necessary to complete installing water valves to the elevations depicted on the plans.

Payment will be made under:

Item AR760810 Water Meter – per each.

END OF ITEM 760810

DIVISION V – TURFING

ITEM 901 – SEEDING

MATERIALS

901-2.1 SEED Revise the seed mixture table as follows:

| Seed | Minimum Seed Purity | Minimum Germination | Application Rate (lb/acre) |
|---------------|---------------------|---------------------|----------------------------|
| * Tall Fescue | 98% | 90% | 60 |
| Annual Rye | 98% | 90% | 20 |
| * Red Fescue | 98% | 85% | 30 |
| * Hard Fescue | 96% | 85% | 30 |

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

BASIS OF PAYMENT

901-5.1 Add the following:

Payment will be made under:

Item AR901510 Seeding – per acre.

END OF ITEM 901

ITEM 905 – TOPSOILING

METHOD OF MEASUREMENT

Delete and add the following:

905-4.1 Topsoil obtained on the site shall be measured by the number of square yards of topsoil measured in its final position. Topsoil shall be measured by squared yards using a 6-inch depth.

905-4.2 Topsoil obtained off the site shall be measured by the number of square yards of topsoil measured in its final position. Topsoil shall be measured by square yards and placed at a 6-inch depth.

BASIS OF PAYMENT

905-5.1 Delete and add the following:

Payment for accepted quantities of work performed by the Contractor and measured by the Resident Engineer shall be made at the contract unit price as specified in paragraphs 905-4.1 and 905-4.2 of this section. Payment shall be full compensation for furnishing all materials and for all preparation, placing, and spreading of the materials, and for all labor, equipment, tools, and incidentals necessary to complete the work as specified.

Item AR905530 Topsoiling – per square yard.

END OF ITEM 905

ITEM 908 – MULCHING

BASIS OF PAYMENT

905-5.1 Add the following:

Payment will be made under:

Item AR908510 Mulching – per acre.

END OF ITEM 908

DIVISION VI – LIGHTING INSTALLATION

ITEM 108 – INSTALLATION OF UNDERGROUND CABLE AT AIRPORTS

DESCRIPTION

108-1.1 Add the following:

This item will consist of pulling cable in proposed conduit for a security system. The work will include disconnecting power to existing cable, and making proper connections once buried. The existing cable is for a security system, and replacement for additional length shall be the same cable size, type, and rating that is in the existing conduit.

The Contractor shall furnish shop drawings for approval before ordering equipment and/or materials. The contractor will be required to field verify cable type. Shop drawings shall include the following information:

- A. 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. The State of Illinois under the Steel Products Procurement Act requires that all steel materials 100% domestic. The contractor is required to submit certification that assures only domestic steel products are used. Producers may use the Illinois Department of Transportation Domestic Material Compliance Certification Form AER 25 to satisfy this requirement.
- C. Indicate the pay item number for each respective cable.
- D. Shop drawings shall include wire/conductor/cable cut sheets with type, size, specifications, Intertek Testing Services verification/ETL listing or UL listing, manufacturer, and catalog or part number.

EQUIPMENT AND MATERIALS

108-2.1 General Add the following:

Existing cable shall be used unless necessary to make connection as part of direct burying conduit.

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

CONSTRUCTION METHODS

108-3.1 General Add the following:

Keep all work, power outages, and/or shut down of existing systems coordinated with the Airport Director/Manager and the Resident Engineer. Any shutdown of existing systems shall be scheduled with and approved by the Airport Director/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).

Examine the site to determine the extent of the work. Contractor shall field verify existing site conditions.

Verify respective circuits and power sources prior to removing, disconnecting, relocating, installing, connecting, or working on the respective airfield lighting, taxi sign, NAVAID, or other device. Identify each respective circuit prior to performing work on that circuit.

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

Cables shall be installed a minimum of 18 inches below grade to comply with NEC 300.5 Underground Installations. Deeper depths might be required to avoid obstructions, or where detailed herein.

Locate and identify all existing underground utilities located within the area where the proposed cables are being installed and 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.

In areas where there is a congestion of buried cables or where the proposed cable crosses an existing cable, the Contractor will be required to hand dig and/or carefully excavate the trench necessary for the proposed cable. At other locations, the proposed cable in unit duct, or conduit may be trenched or plowed into place. Hand digging, trenching, and/or plowing will be considered incidental to the proposed cables and no additional compensation will be allowed.

Grounding work and modifications shall not be performed during a thunderstorm or when a thunderstorm is predicted in the area.

The respective personnel performing airfield lighting work, vault work, and/or test shall be familiar with, and qualified to work on 5000 Volt airfield lighting series circuits, constant current regulators and associated airport electrical vault equipment.

FAA requires that every airfield lighting cable splicer shall be qualified in making cable splices and terminations on cables rated at and/or above 5000 Volts AC and shall have a minimum of three (3) years continuous experience in terminating/splicing medium voltage cable.

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

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

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

In the event a conflict is determined with respect to manufacturer installation instructions, National Electrical Code, and/or the Contract Documents, contact the Project Engineer for further direction.

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 2.18.3 "Lighting and Visual NAVAIDs". All temporary installations shall comply with National Electrical Code Article 590 – "Temporary Installations."

Existing ducts and cables associated with removal work shall be abandoned in place unless it conflicts with the installation of the airfield light, sign, duct, cable, handhole, manhole, site work, pavement or other work, then it shall be disconnected, removed, and disposed of off the site at no additional cost to the Contract. Contractor may remove abandoned cables at no additional cost to the Contract and shall have the salvage rights to abandoned cables.

Other construction projects might be in progress on the Airport at the same time as this project. The Contractor will be required to cooperate with all other contractors and the Airport Director/Manager in the coordination of the work.

Relocation of existing cables and/or cable in unit duct will require careful excavation of the cables to prevent damage to them. The cables and/or cable in unit duct shall be excavated and exposed and then relocated to a different depth and/or route to accommodate the respective site work.

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

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 in the vault).

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

BASIS OF PAYMENT

108-5.1 Add the following:

Payment will be made at the contract unit price per lin. ft. of cable completed and accepted by the Resident Engineer. This price shall be full compensation for furnishing all materials, and for all preparation, assembly, and installation of these materials; for all plowing, trenching, directional-boring, coring of manholes or handholes, installation in ducts, raceways, conduits, splice cans, handholes, or manholes, and for all excavation and backfilling; for all site restoration (topsoiling, grading, seeding, mulching) and pavement restoration; and for all labor, equipment, tools, testing, and incidentals necessary to complete this Item

Payment will be made under:

Item AR108962 Replace Cable – per foot.

END OF ITEM 108

ITEM 110 – INSTALLATION OF AIRPORT UNDERGROUND ELECTRICAL DUCT

DESCRIPTION

110-1.1 Add the following:

This item will consist of burying conduit for a security system that is currently above grade. The work will include disconnecting power to existing cable and making proper waterproof conduit connections once buried.

The Contractor shall furnish shop drawings for approval before ordering equipment and/or materials. The contractor will be required to field verify cable type. Shop drawings shall include the following information:

- A. 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. The State of Illinois under the Steel Products Procurement Act requires that all steel materials 100% domestic. The contractor is required to submit certification that assures only domestic steel products are used. Producers may use the Illinois Department of Transportation Domestic Material Compliance Certification Form AER 25 to satisfy this requirement.
- C. Indicate the pay item number for each respective conduit or duct.
- D. Shop drawings shall include conduit and/or duct cut sheets with type, size, specifications, UL listing, manufacturer, and catalog or part number.
- E. Provide manufacturer's literature confirming the respective duct to be bored is suitable for directional boring with the respective Shop Drawing submittal.
- F. Provide certification that the respective steel conduits used on this project are manufactured from 100 percent domestic steel.
- G. Provide certification that the respective plastic conduits used on this project are manufactured from domestic materials.

EQUIPMENT AND MATERIALS

110-2.3 PLASTIC CONDUIT Add the following:

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.

CONSTRUCTION METHODS

110-3.1 GENERAL Add the following:

The proposed conduits shall be constructed at the locations and in accordance with the details shown on the Construction Plans. Conduit shall be installed 18 in. minimum below grade. Where detailed on the Plans or where required to avoid obstructions, ducts shall be buried deeper.

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

Add the following:

110-3.8 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 accurate, sufficient, or complete. Neither the Owner nor the Engineer assumes any responsibility whatever in respect to the accuracy, completeness, or sufficiency of the information. There is no guarantee, either expressed or implied, that the locations, size, and type of material of existing underground utilities indicated are representative of those to be encountered in the construction. It shall be the Contractor's responsibility to determine the actual location of all such facilities, including service connections to underground utilities. Prior to construction, the Contractor shall notify the utility companies of his operational plans and shall obtain from the respective utility companies detailed information and assistance relative to the location of their facilities and the working schedule of the companies for removal or adjustment, where required. In the event an unexpected utility

interference is encountered during construction, the Contractor shall immediately notify the utility company of jurisdiction.

The Owner's Representative and/or the Resident Engineer shall also be immediately notified. Any damage to such mains and services shall be restored to service at once and paid for by the Contractor at no additional cost to the Contract.

All utility cables and lines shall be located by the respective utility. Contact JULIE (Joint Utility Location Information for Excavators) for utility information, phone: 1-800-892-0123. 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.

The contractor shall locate and mark all existing cables within ten (10) feet of the 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 at the Contractor's expense. The Resident Engineer and Owner shall be notified immediately if any cables are damaged.

Due to the quantities of existing utilities and lines in the proposed areas of work, the Contractor will need to carefully excavate to expose and protect these utilities and lines prior to installing manholes, handholes, and/or junction structures and the associated trenches for the proposed conduits, ducts, and raceway system.

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.

BASIS OF PAYMENT

110-5.1 Add the following:

All restoration work associated with installation of ducts and conduits will be considered incidental to the respective item for which they are installed, and no additional measurement will be made. Removal and replacement of bituminous pavement or concrete pavement will be considered incidental to the respective pay item for which the duct is installed. Any fence skirting required to be moved will be considered incidental and must be re-installed to its original condition or replaced.

All duct and conduit interface to manholes, handholes, junction structures, or pull boxes including coring of manholes, handholes, junction structures, or pull boxes will be considered incidental to the respective item for which they are installed,

and no additional measurement will be made. Conduits, conduit nipples, conduit couplings, and other conduit fittings included with splice cans, junction structures,

All lockout/tagout procedures to ensure and maintain safety of personnel will be considered incidental to the respective item of work for which it applies, and no additional compensation will be allowed.

Payment will be made under:

Item AR110117 1 1/2" PVC Duct, Direct Bury – per foot.

END OF ITEM 110

ITEM 125 – INSTALLATION OF AIRPORT LIGHTING SYSTEMS

DESCRIPTION

125-1.1 Add the following:

This Item of work shall consist of the removal of stake-mounted airfield lighting in accordance with the details in the Construction Plans and in accordance with these Special Provisions.

CONSTRUCTION METHODS

125-3.1 Add the following:

The contractor shall examine the site to determine the extent of the work.

The contractor shall coordinate work and any power outages with the Airport Director/Manager and the Resident Engineer. Any shutdown of existing systems shall be scheduled with and approved by the Airport Director/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).

The contractor shall comply with the requirements of FAA AC No. 150/5370-2G “Operational Safety on Airports During Construction” (current issue in effect).

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

Power for each respective airfield lighting system and/or electrical junction structure shall be disconnected at the respective power source prior to removal. Contractor shall field verify to confirm the respective power source for each respective airfield lighting system or other device. The airfield lighting appears to have power from multiple sources.

Care shall be taken to ensure the existing cable is not damaged, stretched, or unusable.

If any existing cable is damaged, a new cable shall be installed. Cable splices are not permitted between light fixtures. If any existing transformers are damaged, a new transformer shall be provided and installed by the Contractor.

Add the following section:

125-3.4

Existing lights to be removed shall include the complete removal of the fixture and associated cables. Light fixtures and transformers shall be turned over to the airport.

BASIS OF PAYMENT

125-5.1

Payment will be made under:

Item AR125901 Remove Stake Mounted Light – per each.

END OF ITEM 125

DIVISION VIII – MISCELLANEOUS

ITEM 910230 – HANDICAP SIGN

DESCRIPTION

910230-1.1

This item of work shall consist of furnishing and installing a R7-8 handicap parking sign, a separate Illinois Standard R7-I101 parking fine sign that conforms to Sections 5/11-301.1 and 5/11-1301.3 of the Illinois Vehicle Code, associated sign support, and concrete foundation.

CONSTRUCTION METHODS

910230-2.1

Sign panels shall be installed using all required supporting channels and mounting hardware specified. Sign support foundations shall be cast-in-place according to Item 610. All other construction activities performed in this section will be completed in accordance with all applicable sections of the Standard Specifications for Road and Bridge Construction, adopted January 1, 2022.

BASIS OF PAYMENT

910230-3.1

Payment will be made under:

Item AR910230 Handicap Sign – per each.

END OF ITEM 910230

ITEM 910410 – PARKING BLOCK

DESCRIPTION

910410-1.1

This item of work shall consist of furnishing and installation of 3,500 psi. concrete parking blocks under Item 610. The parking blocks shall be painted safety yellow.

CONSTRUCTION METHODS

910410-2.1

The parking blocks shall be anchored to the parking lot surface. Any damage to the parking lot surface due to installation shall be repaired by the contractor at his own expense.

BASIS OF PAYMENT

910410-3.1

Payment will be made under:

Item AR910410 Parking Block – per each.

END OF ITEM 910410

ITEM 910415 – REMOVE PARKING BLOCK

DESCRIPTION

910415-1.1

The work will also consist of removing existing parking blocks.

CONSTRUCTION METHODS

910415-2.1

The contractor shall lawfully dispose of parking blocks off-site unless the Owner requests to keep them. The cost to remove and place on-site for the owner will be completed at no additional cost to the contract.

BASIS OF PAYMENT

910415-3.1

Payment will be made under:

Item AR910415 Remove Parking Block – each.

END OF ITEM 910415

ITEM 910420 – BOLLARD

DESCRIPTION

910420-1.1

This item of work shall consist of furnishing and installation of 3,500 psi. concrete in steel bollards under Item 610. The bollards shall be painted safety yellow.

CONSTRUCTION METHODS

910420-2.1

The bollards shall be steel pipes, concrete filled, crown capped, and either prime paint finished or covered with a HDPE plastic bollard sleeve, as detailed in the plans. The paint and sleeve shall be yellow.

BASIS OF PAYMENT

910420-3.1

Payment will be made under:

Item AR910420 Bollard – per each.

END OF ITEM 910420

ITEM 910425 – REMOVE BOLLARD

DESCRIPTION

910425-1.1

This item of work shall consist of removing bollard-style structures, as called out in the plans. Removal will include the bollard/post and associated footing. Backfill for the footing will consist of compacted CA-6, or as approved by the resident engineer.

BASIS OF PAYMENT

910425-3.1

Payment will be made under:

Item AR910425 Remove Bollard – per each.

END OF ITEM 910425

SPECIAL PROVISIONS
FLORA MUNICIPAL AIRPORT
RECONSTRUCT AUTO PARKING LOT

IL PROJECT NO. FOA-4986
CONTRACT NO. FL035

APPENDIX A