

If you plan to submit a bid directly to the Department of Transportation

PREQUALIFICATION

Any contractor who desires to become pre-qualified to bid on work advertised by IDOT must submit the properly completed pre-qualification forms to the Bureau of Construction no later than 4:30 p.m. prevailing time twenty-one days prior to the letting of interest. This pre-qualification requirement applies to first time contractors, contractors renewing expired ratings, contractors maintaining continuous pre-qualification or contractors requesting revised ratings. To be eligible to bid, existing pre-qualification ratings must be effective through the date of letting.

REQUESTS FOR AUTHORIZATION TO BID

Contractors wanting to bid on items included in a particular letting must submit the properly completed "Request for Authorization to Bid/or Not For Bid Status" (BDE 124INT) and the ORIGINAL "Affidavit of Availability" (BC 57) to the proper office no later than 4:30 p.m. prevailing time, three (3) days prior to the letting date.

WHO CAN BID ?

Bids will be accepted from only those companies that request and receive written **Authorization to Bid** from IDOT's Central Bureau of Construction.

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?: When a prospective prime bidder submits a "Request for Authorization to Bid/or Not For Bid Status"(BDE 124INT) he/she must indicate at that time which items are being requested For Bidding purposes. Only those items requested For Bidding will be analyzed. After the request has been analyzed, the bidder will be issued a **Proposal Denial and/or Authorization Form**, approved by the Central Bureau of Construction, that indicates which items have been approved For Bidding. If **Authorization to Bid** cannot be approved, the **Proposal Denial and/or Authorization Form** will indicate the reason for denial.

ABOUT AUTHORIZATION TO BID: Firms that have not received an authorization form within a reasonable time of complete and correct original document submittal should contact the department as to status. This is critical in the week before the letting. These documents must be received three days before the letting date. Firms unsure as to authorization status should call the Prequalification Section of the Bureau of Construction at the number listed at the end of these instructions.

ADDENDA AND REVISIONS: It is the contractor's responsibility to determine which, if any, addenda or revisions pertain to any project they may be bidding. Failure to incorporate all relevant addenda or revisions may cause the bid to be declared unacceptable.

Each addendum will be placed with the contract number. Addenda and revisions will also be placed on the Addendum/Revision Checklist and each subscription service subscriber will be notified by e-mail of each addendum and revision issued.

The Internet is the Department's primary way of doing business. The subscription server e-mails are an added courtesy the Department provides. It is suggested that bidders check IDOT's website at <http://www.dot.il.gov/desenv/delett.html> before submitting final bid information.

IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL FAILURES.

Addenda Questions may be directed to the Contracts Office at (217)782-7806 or D&Econtracts@dot.il.gov

Technical Questions about downloading these files may be directed to Tim Garman (217)524-1642 or Timothy.Garman@illinois.gov.

WHAT MUST BE INCLUDED WHEN BIDS ARE SUBMITTED?: Bidders need not return the entire proposal when bids are submitted. That portion of the proposal that must be returned includes the following:

1. All documents from the Proposal Cover Sheet through the Proposal Bid Bond
2. Other special documentation and/or information that may be required by the contract special provisions

All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed by IDOT personnel.

ABOUT SUBMITTING BIDS: It is recommended that bidders deliver bids in person to insure they arrive at the proper location prior to the time specified for the receipt of bids. Any bid received at the place of letting after the time specified will not be accepted.

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

Questions Regarding	Call
Prequalification and/or Authorization to Bid	217/782-3413
Preparation and submittal of bids	217/782-7806
Mailing of plans and proposals	217/782-7806

ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS

Planholders should verify that they have received and incorporated any addendum and/or revision prior to submitting their bid. Failure by the bidder to include an addendum or revision could result in a bid being rejected as irregular.

RETURN WITH BID

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Proposal Submitted By
Name
Address
City

Letting January 16, 2009

BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL
(See instructions inside front cover)

NOTICE TO PROSPECTIVE BIDDERS

This proposal can be used for bidding purposes by only those companies that request and receive written AUTHORIZATION TO BID from IDOT's Central Bureau of Construction.

(SEE INSTRUCTIONS ON THE INSIDE OF COVER)

**Notice To Bidders,
Specifications,
Proposal, Contract
and Contract Bond**



**Illinois Department
of Transportation**

Springfield, Illinois 62764

Contract No. 63080
KANE County
Section 03-00251-00-BR (Aurora)
Route WOOD STREET
Project BROS-D1(642)
District 1 Construction Funds

PLEASE MARK THE APPROPRIATE BOX BELOW:

- A Bid Bond is included.
- A Cashier's Check or a Certified Check is included

Prepared by

Checked by F

(Printed by authority of the State of Illinois)

INSTRUCTIONS

ABOUT IDOT PROPOSALS: All proposals issued by IDOT are potential bidding proposals. Each proposal contains all Certifications and Affidavits, a Proposal Signature Sheet and a Proposal Bid Bond required for Prime Contractors to submit a bid after written **Authorization to Bid** has been issued by IDOT's Central Bureau of Construction.

WHO CAN BID?: Bids will be accepted from only those companies that request and receive written **Authorization to Bid** from IDOT's Central Bureau of Construction. To request authorization, a potential bidder must complete and submit Part B of the Request for Authorization to Bid/or Not For Bid Status form (BDE 124 INT) and submit an original Affidavit of Availability (BC 57).

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?: When a prospective prime bidder submits a "Request for Proposal Forms and Plans" he/she must indicate at that time which items are being requested For Bidding purposes. Only those items requested For Bidding will be analyzed. After the request has been analyzed, the bidder will be issued a **Proposal Denial and/or Authorization Form**, approved by the Central Bureau of Construction, that indicates which items have been approved For Bidding. If **Authorization to Bid** cannot be approved, the **Proposal Denial and/or Authorization Form** will indicate the reason for denial. If a contractor has requested to bid but has not received a **Proposal Denial and/or Authorization Form**, they should contact the Central Bureau of Construction in advance of the letting date.

WHAT MUST BE INCLUDED WHEN BIDS ARE SUBMITTED?: Bidders need not return the entire proposal when bids are submitted. That portion of the proposal that must be returned includes the following:

1. All documents from the Proposal Cover Sheet through the Proposal Bid Bond
2. Other special documentation and/or information that may be required by the contract special provisions

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WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

Questions Regarding	Call
Prequalification and/or Authorization to Bid	217/782-3413
Preparation and submittal of bids	217/782-7806
Mailing of CD-ROMS	217/782-7806

RETURN WITH BID



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of _____

Taxpayer Identification Number (Mandatory) _____

for the improvement identified and advertised for bids in the Invitation for Bids as:

**Contract No. 63080
KANE County
Section 03-00251-00-BR (Aurora)
Project BROS-D1(642)
Route WOOD STREET
District 1 Construction Funds**

Project consists of the removal of the existing four span steel girder bridge and construction of a three span bridge on two piers and integral abutments, raising the road profile to accommodate the Railroad, and all other incidental items to complete the work on Wood Street over Burlington Northern Railroad and Indian Creek in Aurora.

2. The undersigned bidder will furnish all labor, material and equipment to complete the above described project in a good and workmanlike manner as provided in the contract documents provided by the Department of Transportation. This proposal will become part of the contract and the terms and conditions contained in the contract documents shall govern performance and payments.

RETURN WITH BID

6. **COMBINATION BIDS.** The undersigned further agrees that if awarded the contract for the sections contained in the following combination, he/she will perform the work in accordance with the requirements of each individual proposal comprising the combination bid specified in the schedule below, and that the combination bid shall be prorated against each section in proportion to the bid submitted for the same. If an error is found to exist in the gross sum bid for one or more of the individual sections included in a combination, the combination bid shall be corrected as provided in the specifications.

When a combination bid is submitted, the schedule below must be completed in each proposal comprising the combination.

If alternate bids are submitted for one or more of the sections comprising the combination, a combination bid must be submitted for each alternate.

Schedule of Combination Bids

Combination No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

7. **SCHEDULE OF PRICES.** The undersigned bidder submits herewith, in accordance with the rules and instructions, a schedule of prices for the items of work for which bids are sought. The unit prices bid are in U.S. dollars and cents, and all extensions and summations have been made. The bidder understands that the quantities appearing in the bid schedule are approximate and are provided for the purpose of obtaining a gross sum for the comparison of bids. If there is an error in the extension of the unit prices, the unit prices shall govern. Payment to the contractor awarded the contract will be made only for actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as provided elsewhere in the contract.

8. **CERTIFICATE OF AUTHORITY.** The undersigned bidder, if a business organized under the laws of another State, assures the Department that it will furnish a copy of its certificate of authority to do business in the State of Illinois with the return of the executed contract and bond. Failure to furnish the certificate within the time provided for execution of an awarded contract may be cause for cancellation of the award and forfeiture of the proposal guaranty to the State.

COUNTY NAME	CODE	DIST	SECTION NUMBER	PROJECT NUMBER	ROUTE
KANE	089	01	03-00251-00-BR (AURORA)	BROS-00D1/642/000	WOOD ST.

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
C2C00124	S-AESCLUS PARV 2' C	EACH	45.000 X	=			
XX002256	PLUG WATER MAIN 6	EACH	1.000 X	=			
XX003008	TRAF CONTROL DETOUR	L SUM	1.000 X	=			
XX004056	MECH ST EARTH RET WL	SQ FT	3,258.000 X	=			
XX007766	TREE STR FLW CRB 3 BB	EACH	8.000 X	=			
XX007767	BARRICADE REMOVAL	EACH	2.000 X	=			
XX007768	CB 7 SPL FRM AND GRT	EACH	1.000 X	=			
XX007771	STONE COLUMNS 2' -6"	FOOT	1,796.000 X	=			
X0322671	STAB CONSTR ENTRANCE	SQ YD	18.000 X	=			
X5121800	PERM STEEL SHT PILING	SQ FT	1,512.000 X	=			
Z0001050	AGG SUBGRADE 12	SQ YD	1,884.000 X	=			
Z0005215	BIT STAB 6 AT SPBGR	SQ YD	150.000 X	=			
Z0013798	CONSTRUCTION LAYOUT	L SUM	1.000 X	=			
Z0017700	DRAIN UTIL STR RECON	EACH	4.000 X	=			
Z0048665	RR PROT LIABILITY INS	L SUM	1.000 X	=			

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
Z0076600	TRAINEES	HOUR	2,000.000 X		0.80		1,600.00
20100110	TREE REMOV 6-15	UNIT	61.000 X				
20101100	TREE TRUNK PROTECTION	EACH	8.000 X				
20101300	TREE PRUN 1-10	EACH	10.000 X				
20200100	EARTH EXCAVATION	CU YD	50.000 X				
20201200	REM & DISP UNS MATL	CU YD	340.000 X				
20400800	FURNISHED EXCAV	CU YD	5,426.000 X				
20700400	POROUS GRAN EMB SPEC	CU YD	131.000 X				
20700420	POROUS GRAN EMB SUBGR	CU YD	259.000 X				
20800150	TRENCH BACKFILL	CU YD	175.000 X				
21001000	GEOTECH FAB F/GR STAB	SQ YD	1,950.000 X				
21101615	TOPSOIL F & P 4	SQ YD	1,597.000 X				
21301072	EXPLOR TRENCH 72	FOOT	100.000 X				
25000350	SEEDING CL 7	ACRE	1.000 X				
25000400	NITROGEN FERT NUTR	POUND	17.000 X				

WOOD ST.
 03-00251-00-BR (AURORA)
 KANE

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 63080

ECMS002 DTGECM03 ECMR003 PAGE 3
 RUN DATE - 12/08/08
 RUN TIME - 205215

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
25000500	PHOSPHORUS FERT NUTR	POUND	17.000 X	=			
25000600	POTASSIUM FERT NUTR	POUND	17.000 X	=			
25200110	SODDING SALT TOLERANT	SQ YD	1,123.000 X	=			
25200200	SUPPLE WATERING	UNIT	80.000 X	=			
28000400	PERIMETER EROS BAR	FOOT	921.000 X	=			
28000500	INLET & PIPE PROTECT	EACH	5.000 X	=			
31101200	SUB GRAN MAT B 4	SQ YD	568.000 X	=			
40600100	BIT MATLS PR CT	GALLON	1,079.000 X	=			
40600982	HMA SURF REM BUTT JT	SQ YD	229.000 X	=			
40603080	HMA BC IL-19.0 N50	TON	647.000 X	=			
40603310	HMA SC "C" N50	TON	129.000 X	=			
42001165	BR APPR PAVT	SQ YD	183.000 X	=			
42001300	PROTECTIVE COAT	SQ YD	1,402.000 X	=			
42300200	PCC DRIVEWAY PAVT 6	SQ YD	25.000 X	=			
42400200	PC CONC SIDEWALK 5	SQ FT	5,115.000 X	=			

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
42400800	DETECTABLE WARNINGS	SQ FT	40.000 X	=			
44000100	PAVEMENT REM	SQ YD	1,900.000 X	=			
44000200	DRIVE PAVEMENT REM	SQ YD	16.000 X	=			
44000300	CURB REM	FOOT	707.000 X	=			
44000500	COMB CURB GUTTER REM	FOOT	499.000 X	=			
44000600	SIDEWALK REM	SQ FT	4,110.000 X	=			
50100200	REM EXIST STRUCT	L SUM	1.000 X	=			
50200100	STRUCTURE EXCAVATION	CU YD	1,645.000 X	=			
50300225	CONC STRUCT	CU YD	358.700 X	=			
50300255	CONC SUP-STR	CU YD	475.700 X	=			
50300260	BR DECK GROOVING	SQ YD	770.000 X	=			
50300280	CONCRETE ENCASEMENT	CU YD	4.200 X	=			
50300300	PROTECTIVE COAT	SQ YD	1,424.000 X	=			
50500105	F & E STRUCT STEEL	L SUM	1.000 X	=			
50500505	STUD SHEAR CONNECTORS	EACH	3,852.000 X	=			

WOOD ST.
03-00251-00-BR (AURORA)
KANE

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER - 63080

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RUN DATE - 12/08/08
RUN TIME - 205215

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
50800205	REINF BARS, EPOXY CTD	POUND	144,090.000 X	=	=	=	=
50800515	BAR SPLICERS	EACH	78.000 X	=	=	=	=
50901730	BRIDGE FENCE RAILING	FOOT	558.000 X	=	=	=	=
51100500	BIT CT AG SLOPEWALL 6	SQ YD	555.000 X	=	=	=	=
51201600	FUR STL PILE HP12X53	FOOT	2,495.000 X	=	=	=	=
51202305	DRIVING PILES	FOOT	2,495.000 X	=	=	=	=
51203600	TEST PILE ST HP12X53	EACH	4.000 X	=	=	=	=
51204650	PILE SHOES	EACH	60.000 X	=	=	=	=
51500100	NAME PLATES	EACH	1.000 X	=	=	=	=
52100520	ANCHOR BOLTS 1	EACH	24.000 X	=	=	=	=
52100530	ANCHOR BOLTS 1 1/4	EACH	12.000 X	=	=	=	=
52100540	ANCHOR BOLTS 1 1/2	EACH	12.000 X	=	=	=	=
55019500	SS 1 RCP CL 4 12	FOOT	353.000 X	=	=	=	=
55021600	SS 2 RCP CL 3 12	FOOT	100.000 X	=	=	=	=
55021800	SS 2 RCP CL 3 18	FOOT	50.000 X	=	=	=	=

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
55022000	SS 2 RCP CL 3 24	FOOT	78.000 X	=			
55100100	STORM SEWER REM 4	FOOT	12.000 X	=			
55100200	STORM SEWER REM 6	FOOT	81.000 X	=			
55100300	STORM SEWER REM 8	FOOT	147.000 X	=			
55100400	STORM SEWER REM 10	FOOT	9.000 X	=			
56400500	FIRE HYDNTS TO BE REM	EACH	1.000 X	=			
56400820	FIRE HYD W/AUX V & VB	EACH	1.000 X	=			
59100100	GEOCOMPOSITE WALL DR	SQ YD	64.000 X	=			
60107600	PIPE UNDERDRAINS 4	FOOT	1,052.000 X	=			
60109580	P UNDR FOR STRUCT 4	FOOT	89.000 X	=			
60201340	CB TA 4 DIA T24F&G	EACH	4.000 X	=			
60218300	MAN TA 4 DIA T1F OL	EACH	4.000 X	=			
60219540	MAN TA 4 DIA T24F&G	EACH	2.000 X	=			
60221700	MAN TA 5 DIA T8G	EACH	1.000 X	=			
60236200	INLETS TA T8G	EACH	1.000 X	=			

WOOD ST.
03-00251-00-BR (AURORA)
KANE

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER - 63080

ECMS002 DTGECM03 ECMR003 PAGE 7
RUN DATE - 12/08/08
RUN TIME - 205215

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
60237470	INLETS TA T24F&G	EACH	7.000 X	=	=	=	=
60240328	INLETS TB T24F&G	EACH	3.000 X	=	=	=	=
60255500	MAN ADJUST	EACH	2.000 X	=	=	=	=
60500040	REMOV MANHOLES	EACH	2.000 X	=	=	=	=
60500050	REMOV CATCH BAS	EACH	1.000 X	=	=	=	=
60500060	REMOV INLETS	EACH	2.000 X	=	=	=	=
60603800	COMB CC&G TB6.12	FOOT	1,193.000 X	=	=	=	=
63000000	SPBGR TY A	FOOT	264.000 X	=	=	=	=
63100085	TRAF BAR TERM T6	EACH	2.000 X	=	=	=	=
63100167	TR BAR TRM T1 SPL TAN	EACH	2.000 X	=	=	=	=
63200310	GUARDRAIL REMOV	FOOT	455.000 X	=	=	=	=
67000400	ENGR FIELD OFFICE A	CAL MO	12.000 X	=	=	=	=
67100100	MOBILIZATION	L SUM	1.000 X	=	=	=	=
70101700	TRAF CONT & PROT	L SUM	1.000 X	=	=	=	=
72000100	SIGN PANEL T1	SQ FT	9.000 X	=	=	=	=

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
72400310	REMOV SIGN PANEL T1	SQ FT	6.000 X		=		
72900100	METAL POST TY A	FOOT	42.000 X		=		
78000100	THPL PVT MK LTR & SYM	SQ FT	15.000 X		=		
78000200	THPL PVT MK LINE 4	FOOT	1,718.000 X		=		
78000400	THPL PVT MK LINE 6	FOOT	96.000 X		=		
78200410	GUARDRAIL MKR TYPE A	EACH	8.000 X		=		
78201000	TERMINAL MARKER - DA	EACH	2.000 X		=		
81400115	HANDHOLE TO BE ADJUST	EACH	1.000 X		=		

TOTAL \$

- NOTE:
1. EACH PAY ITEM SHOULD HAVE A UNIT PRICE AND A TOTAL PRICE.
 2. THE UNIT PRICE SHALL GOVERN IF NO TOTAL PRICE IS SHOWN OR IF THERE IS A DISCREPANCY BETWEEN THE PRODUCT OF THE UNIT PRICE MULTIPLIED BY THE QUANTITY.
 3. IF A UNIT PRICE IS OMITTED, THE TOTAL PRICE WILL BE DIVIDED BY THE QUANTITY IN ORDER TO ESTABLISH A UNIT PRICE.
 4. A BID MAY BE DECLARED UNACCEPTABLE IF NEITHER A UNIT PRICE NOR A TOTAL PRICE IS SHOWN.

RETURN WITH BID

STATE REQUIRED ETHICAL STANDARDS GOVERNING CONTRACT PROCUREMENT: ASSURANCES, CERTIFICATIONS AND DISCLOSURES

I. GENERAL

A. Article 50 of the Illinois Procurement Code establishes the duty of all State chief procurement officers, State purchasing officers, and their designees to maximize the value of the expenditure of public moneys in procuring goods, services, and contracts for the State of Illinois and to act in a manner that maintains the integrity and public trust of State government. In discharging this duty, they are charged by law to use all available information, reasonable efforts, and reasonable actions to protect, safeguard, and maintain the procurement process of the State of Illinois.

B. In order to comply with the provisions of Article 50 and to carry out the duty established therein, all bidders are to adhere to ethical standards established for the procurement process, and to make such assurances, disclosures and certifications required by law. By execution of the Proposal Signature Sheet, the bidder indicates that each of the mandated assurances has been read and understood, that each certification is made and understood, and that each disclosure requirement has been understood and completed.

C. In addition to all other remedies provided by law, failure to comply with any assurance, failure to make any disclosure or the making of a false certification shall be grounds for termination of the contract and the suspension or debarment of the bidder.

II. ASSURANCES

A. The assurances hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous assurance, and the surety providing the performance bond shall be responsible for the completion of the contract.

B. Felons

1. The Illinois Procurement Code provides:

Section 50-10. Felons. Unless otherwise provided, no person or business convicted of a felony shall do business with the State of Illinois or any state agency from the date of conviction until 5 years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-10.

C. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of state government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois, or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway authority.

(b) Interests. It is unlawful for any firm, partnership, association or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.

(d) Securities. Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.

(e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.

The current salary of the Governor is \$171,000.00. Sixty percent of the salary is \$102,600.00.

RETURN WITH BID

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-13, or that an effective exemption has been issued by the Board of Ethics to any individual subject to the Section 50-13 prohibitions pursuant to the provisions of Section 50-20 of the Code and Executive Order Number 3 (1998). Information concerning the exemption process is available from the Department upon request.

D. Negotiations

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

(a) It is unlawful for any person employed in or on a continual contractual relationship with any of the offices or agencies of State government to participate in contract negotiations on behalf of that office or agency with any firm, partnership, association, or corporation with whom that person has a contract for future employment or is negotiating concerning possible future employment.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-15, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

E. Inducements

1. The Illinois Procurement Code provides:

Section 50-25. Inducement. Any person who offers or pays any money or other valuable thing to any person to induce him or her not to bid for a State contract or as recompense for not having bid on a State contract is guilty of a Class 4 felony. Any person who accepts any money or other valuable thing for not bidding for a State contract or who withholds a bid in consideration of the promise for the payment of money or other valuable thing is guilty of a Class 4 felony.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-25, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

F. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

Section 50-30. Revolving door prohibition. Chief procurement officers, associate procurement officers, State purchasing officers, their designees whose principal duties are directly related to State procurement, and executive officers confirmed by the Senate are expressly prohibited for a period of 2 years after terminating an affected position from engaging in any procurement activity relating to the State agency most recently employing them in an affected position for a period of at least 6 months. The prohibition includes, but is not limited to: lobbying the procurement process; specifying; bidding; proposing bid, proposal, or contract documents; on their own behalf or on behalf of any firm, partnership, association, or corporation. This Section applies only to persons who terminate an affected position on or after January 15, 1999.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-30, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

G. Reporting Anticompetitive Practices

1. The Illinois Procurement Code provides:

Section 50-40. Reporting anticompetitive practices. When, for any reason, any vendor, bidder, contractor, chief procurement officer, State purchasing officer, designee, elected official, or State employee suspects collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers, or employees of the State, a notice of the relevant facts shall be transmitted to the Attorney General and the chief procurement officer.

2. The bidder assures the Department that it has not failed to report any relevant facts concerning the practices addressed in Section 50-40 which may involve the contract for which the bid is submitted.

H. Confidentiality

1. The Illinois Procurement Code provides:

Section 50-45. Confidentiality. Any chief procurement officer, State purchasing officer, designee, or executive officer who willfully uses or allows the use of specifications, competitive bid documents, proprietary competitive information, proposals, contracts, or selection information to compromise the fairness or integrity of the procurement, bidding, or contract process shall be subject to immediate dismissal, regardless of the Personnel code, any contract, or any collective bargaining agreement, and may in addition be subject to criminal prosecution.

2. The bidder assures the Department that it has no knowledge of any fact relevant to the practices addressed in Section 50-45 which may involve the contract for which the bid is submitted.

RETURN WITH BID

I. Insider Information

1. The Illinois Procurement Act provides:

Section 50-50. Insider information. It is unlawful for any current or former elected or appointed State official or State employee to knowingly use confidential information available only by virtue of that office or employment for actual or anticipated gain for themselves or another person.

2. The bidder assures the Department that it has no knowledge of any facts relevant to the practices addressed in Section 50-50 which may involve the contract for which the bid is submitted.

III. CERTIFICATIONS

A. The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous certification, and the surety providing the performance bond shall be responsible for completion of the contract.

B. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

- (a) Prohibition. No person or business shall be awarded a contract or subcontract under this Code who:

- (1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or

- (2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.

- (b) Businesses. No business shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:

- (1) the business has been finally adjudicated not guilty; or

- (2) the business demonstrates to the governmental entity with which it seeks to contract, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.

- (c) Conduct on behalf of business. For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.

- (d) Certification. Every bid submitted to and contract executed by the State shall contain a certification by the contractor that the contractor is not barred from being awarded a contract or subcontract under this Section. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

2. The bidder certifies that it is not barred from being awarded a contract under Section 50.5.

C. Educational Loan

1. Section 3 of the Educational Loan Default Act provides:

§ 3. No State agency shall contract with an individual for goods or services if that individual is in default, as defined in Section 2 of this Act, on an educational loan. Any contract used by any State agency shall include a statement certifying that the individual is not in default on an educational loan as provided in this Section.

2. The bidder, if an individual as opposed to a corporation, partnership or other form of business organization, certifies that the bidder is not in default on an educational loan as provided in Section 3 of the Act.

D. Bid-Rigging/Bid Rotating

1. Section 33E-11 of the Criminal Code of 1961 provides:

§ 33E-11. (a) Every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by the prime contractor that the prime contractor is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of this Article. The State and units of local government shall provide the appropriate forms for such certification.

RETURN WITH BID

(b) A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

2. The bidder certifies that it is not barred from contracting with the Department by reason of a violation of either Section 33E-3 or Section 33E-4.

E. International Anti-Boycott

1. Section 5 of the International Anti-Boycott Certification Act provides:

§ 5. State contracts. Every contract entered into by the State of Illinois for the manufacture, furnishing, or purchasing of supplies, material, or equipment or for the furnishing of work, labor, or services, in an amount exceeding the threshold for small purchases according to the purchasing laws of this State or \$10,000.00, whichever is less, shall contain certification, as a material condition of the contract, by which the contractor agrees that neither the contractor nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

2. The bidder makes the certification set forth in Section 5 of the Act.

F. Drug Free Workplace

1. The Illinois "Drug Free Workplace Act" applies to this contract and it is necessary to comply with the provisions of the "Act" if the contractor is a corporation, partnership, or other entity (including a sole proprietorship) which has 25 or more employees.

2. The bidder certifies that if awarded a contract in excess of \$5,000 it will provide a drug free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the contractor's workplace; specifying the actions that will be taken against employees for violations of such prohibition; and notifying the employee that, as a condition of employment on such contract, the employee shall abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about the dangers of drug abuse in the workplace; the contractor's policy of maintaining a drug free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations.

(c) Providing a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.

(d) Notifying the Department within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of the conviction of an employee for a violation of any criminal drug statute occurring in the workplace.

(e) Imposing or requiring, within 30 days after receiving notice from an employee of a conviction or actual notice of such a conviction, an appropriate personnel action, up to and including termination, or the satisfactory participation in a drug abuse assistance or rehabilitation program approved by a federal, state or local health, law enforcement or other appropriate agency.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the actions and efforts stated in this certification.

RETURN WITH BID

G. Debt Delinquency

1. The Illinois Procurement Code provides:

Section 50-11 and 50-12. Debt Delinquency.

The contractor or bidder certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with a State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The contractor further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the contractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

H. Sarbanes-Oxley Act of 2002

1. The Illinois Procurement Code, Section 50-60(c), provides:

The contractor certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 for a period of five years prior to the date of the bid or contract. The contractor acknowledges that the contracting agency shall declare the contract void if this certification is false.

I. Addenda

The contractor or bidder certifies that all relevant addenda have been incorporated in to this contract. Failure to do so may cause the bid to be declared unacceptable.

J. Section 42 of the Environmental Protection Act

The contractor certifies in accordance with 30 ILCS 500/50-12 that the bidder or contractor is not barred from being awarded a contract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. The contractor acknowledges that the contracting agency may declare the contract void if this certification is false.

K. Apprenticeship and Training Certification (Does not apply to federal aid projects)

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the bidder certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the bidder will perform with its own forces. The bidder further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Department, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The bidder shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. **The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project as reported on the Construction Employee Workforce Projection (Form BC-1256) and returned with the bid is accounted for and listed.**

NA - FEDERAL

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. In order to fulfill this requirement, it shall not be necessary that an applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract.

L. Executive Order Number 1 (2007) Regarding Lobbying on Government Procurements

The bidder hereby warrants and certifies that they have complied and will comply with the requirements set forth in this Order. The requirements of this warrant and certification are a material part of the contract, and the contractor shall require this warrant and certification provision to be included in all approved subcontracts.

RETURN WITH BID

M. Disclosure of Business Operations in Iran

Public Act 95-0616 provides that each bid, offer, or proposal submitted for a State contract shall include a disclosure of whether or not the Company acting as the bidder, offer or, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran, or companies involved in consortiums or projects commissioned by the Government of Iran and either of the following conditions apply:

- (1) More than 10% of the Company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the Company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral-extraction products or services to the Government of Iran or a project or consortium created exclusively by that government; and the Company has failed to take substantial action.
- (2) The Company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12-month period, which directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

The terms "Business operations", "Company", "Mineral-extraction activities", "Oil-related activities", "Petroleum resources", and "Substantial action" are all defined in the Act.

Failure to make the disclosure required by the Act shall cause the bid, offer or proposal to be considered not responsive. The disclosure will be considered when evaluating the bid, offer, or proposal or awarding the contract. The name of each Company disclosed as doing business or having done business in Iran will be provided to the State Comptroller.

Check the appropriate statement:

Company has no business operations in Iran to disclose.

Company has business operations in Iran as disclosed the attached document.

TO BE RETURNED WITH BID

IV. DISCLOSURES

A. The disclosures hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous disclosure, and the surety providing the performance bond shall be responsible for completion of the contract.

B. Financial Interests and Conflicts of Interest

1. Section 50-35 of the Illinois Procurement Code provides that all bids of more than \$10,000 shall be accompanied by disclosure of the financial interests of the bidder. This disclosed information for the successful bidder, will be maintained as public information subject to release by request pursuant to the Freedom of Information Act.

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the bidding entity or its parent entity, whichever is less, unless the contractor or bidder is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each person making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each person making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.

In addition, all disclosures shall indicate any other current or pending contracts, proposals, leases, or other ongoing procurement relationships the bidding entity has with any other unit of state government and shall clearly identify the unit and the contract, proposal, lease, or other relationship.

2. Disclosure Forms. Disclosure Form A is attached for use concerning the individuals meeting the above ownership or distributive share requirements. Subject individuals should be covered each by one form. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies. **The forms must be included with each bid or incorporated by reference.**

C. Disclosure Form Instructions

Form A: For bidders that have previously submitted the information requested in Form A

The Department has retained the Form A disclosures submitted by all bidders responding to these requirements for the April 24, 1998 or any subsequent letting conducted by the Department. The bidder has the option of submitting the information again or the bidder may check the following certification statement indicating that the information previously submitted by the bidder is, as of the date of submission, current and accurate. Before checking this certification, the bidder should carefully review its prior submissions to ensure the Certification is correct. If the Bidder checks the Certification, the Bidder should proceed to Form B instructions.

CERTIFICATION STATEMENT

I have determined that the Form A disclosure information previously submitted is current and accurate, and all forms are hereby incorporated by reference in this bid. Any necessary additional forms or amendments to previously submitted forms are attached to this bid.

(Bidding Company)



Signature of Authorized Representative

Date

Form A: For bidders who have NOT previously submitted the information requested in Form A

If the bidder is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. If a bidder is not subject to Federal 10K reporting, the bidder must determine if any individuals are required by law to complete a financial disclosure form. To do this, the bidder should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the NOT APPLICABLE STATEMENT on the second page of Form A must be signed and dated by a person that is authorized to execute contracts for the bidding company. Note: These questions are for assistance only and are not required to be completed.

1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES ___ NO ___
 2. Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than \$102,600.00? YES ___ NO ___
 3. Does anyone in your organization receive more than \$102,600.00 of the bidding entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.) YES ___ NO ___
 4. Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than \$102,600.00? YES ___ NO ___
- (Note: Only one set of forms needs to be completed per person per bid even if a specific individual would require a yes answer to more than one question.)

A "YES" answer to any of these questions requires the completion of Form A. The bidder must determine each individual in the bidding entity or the bidding entity's parent company that would cause the questions to be answered "Yes". Each form must be signed and dated by a person that is authorized to execute contracts for your organization. **Photocopied or stamped signatures are not acceptable.** The person signing can be, but does not have to be, the person for which the form is being completed. The bidder is responsible for the accuracy of any information provided.

If the answer to each of the above questions is "NO", then the NOT APPLICABLE STATEMENT on page 2 of Form A must be signed and dated by a person that is authorized to execute contracts for your company.

Form B: Identifying Other Contracts & Procurement Related Information Disclosure Form B must be completed for each bid submitted by the bidding entity. Note: *Checking the NOT APPLICABLE STATEMENT on Form A does not allow the bidder to ignore Form B. Form B must be completed, checked, and dated or the bidder may be considered nonresponsive and the bid will not be accepted.*

The Bidder shall identify, by checking Yes or No on Form B, whether it has any pending contracts (including leases), bids, proposals, or other ongoing procurement relationship with any other (non-IDOT) State of Illinois agency. If "No" is checked, the bidder only needs to complete the check box on the bottom of Form B. If "Yes" is checked, the bidder must do one of the following:

Option I: If the bidder did not submit an Affidavit of Availability to obtain authorization to bid, the bidder must list all non-IDOT State of Illinois agency pending contracts, leases, bids, proposals, and other ongoing procurement relationships. These items may be listed on Form B or on an attached sheet(s). Do not include IDOT contracts. Contracts with cities, counties, villages, etc. are not considered State of Illinois agency contracts and are not to be included. Contracts with other State of Illinois agencies such as the Department of Natural Resources or the Capital Development Board must be included. Bidders who submit Affidavits of Availability are suggested to use Option II.

Option II: If the bidder is required and has submitted an Affidavit of Availability in order to obtain authorization to bid, the bidder may write or type "See Affidavit of Availability" which indicates that the Affidavit of Availability is incorporated by reference and includes all non-IDOT State of Illinois agency pending contracts, leases, bids, proposals, and other ongoing procurement relationships. For any contracts that are not covered by the Affidavit of Availability, the bidder must identify them on Form B or on an attached sheet(s). These might be such things as leases.

D. Bidders Submitting More Than One Bid

Bidders submitting multiple bids may submit one set of forms consisting of all required Form A disclosures and one Form B for use with all bids. Please indicate in the space provided below the bid item that contains the original disclosure forms and the bid items which incorporate the forms by reference.

- The bid submitted for letting item _____ contains the Form A disclosures or Certification Statement and the Form B disclosures. The following letting items incorporate the said forms by reference:

RETURN WITH BID/OFFER

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

**Form A
Financial Information &
Potential Conflicts of Interest
Disclosure**

Contractor Name		
Legal Address		
City, State, Zip		
Telephone Number	Email Address	Fax Number (if available)

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Code (30 ILCS 500). Vendors desiring to enter into a contract with the State of Illinois must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for bids in excess of \$10,000, and for all open-ended contracts. **A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.**

DISCLOSURE OF FINANCIAL INFORMATION

1. Disclosure of Financial Information. The individual named below has an interest in the BIDDER (or its parent) in terms of ownership or distributive income share in excess of 5%, or an interest which has a value of more than \$102,600.00 (60% of the Governor's salary as of 7/1/07). **(Make copies of this form as necessary and attach a separate Disclosure Form A for each individual meeting these requirements)**

FOR INDIVIDUAL (type or print information)

NAME: _____

ADDRESS _____

Type of ownership/distributable income share:

stock _____ sole proprietorship _____ Partnership _____ other: (explain on separate sheet):
% or \$ value of ownership/distributable income share: _____

2. Disclosure of Potential Conflicts of Interest. Check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If the answer to any question is "Yes", please attach additional pages and describe.

(a) State employment, currently or in the previous 3 years, including contractual employment of services.
Yes ___ No ___

If your answer is yes, please answer each of the following questions.

- Are you currently an officer or employee of either the Capitol Development Board or the Illinois Toll Highway Authority? Yes ___ No ___
- Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$102,600.00, (60% of the Governor's salary as of 7/1/07) provide the name the State agency for which you are employed and your annual salary. _____

RETURN WITH BID/OFFER

- 3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$102,600.00, (60% of the Governor's salary as of 7/1/07) are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor? Yes ___ No ___

- 4. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$102,600.00, (60% of the Governor's salary as of 7/1/07) are you and your spouse or minor children entitled to receive (i) more than 15% in aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor? Yes ___ No ___

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.

Yes ___ No ___

If your answer is yes, please answer each of the following questions.

- 1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois Toll Highway Authority? Yes ___ No ___

- 2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$102,600.00, (60% of the Governor's salary as of 7/1/07) provide the name of the spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary. _____

3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$102,600.00, (60% of the salary of the Governor as of 7/1/07) are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor? Yes ___ No ___

4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$102,600.00, (60% of the Governor's salary as of 7/1/07) are you and your spouse or any minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income from your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor? Yes ___ No ___

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ___ No ___

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ___ No ___

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United State of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of the expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ___ No ___

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ___ No ___

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ___ No ___

RETURN WITH BID/OFFER

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ___ No ___

(i) Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ___ No ___

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who was a compensated employee in the last 2 years by any registered election or re-election committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ___ No ___

APPLICABLE STATEMENT

This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page.

Completed by: _____ Date _____
Signature of Individual or Authorized Representative

NOT APPLICABLE STATEMENT

I have determined that no individuals associated with this organization meet the criteria that would require the completion of this Form A.

This Disclosure Form A is submitted on behalf of the CONTRACTOR listed on the previous page.

_____ Date _____
Signature of Authorized Representative

RETURN WITH BID/OFFER

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

**Form B
Other Contracts &
Procurement Related Information
Disclosure**

Contractor Name		
Legal Address		
City, State, Zip		
Telephone Number	Email Address	Fax Number (if available)

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Act (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for bids in excess of \$10,000, and for all open-ended contracts.

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

1. Identifying Other Contracts & Procurement Related Information. The BIDDER shall identify whether it has any pending contracts (including leases), bids, proposals, or other ongoing procurement relationship with any other State of Illinois agency: Yes ___ No ___

If "No" is checked, the bidder only needs to complete the signature box on the bottom of this page.

2. If "Yes" is checked. Identify each such relationship by showing State of Illinois agency name and other descriptive information such as bid or project number (attach additional pages as necessary). SEE DISCLOSURE FORM INSTRUCTIONS:

THE FOLLOWING STATEMENT MUST BE CHECKED

<input type="checkbox"/>	_____	_____
	Signature of Authorized Representative	Date

RETURN WITH BID

SPECIAL NOTICE TO CONTRACTORS

The following requirements of the Illinois Department of Human Rights' Rules and Regulations are applicable to bidders on all construction contracts advertised by the Illinois Department of Transportation:

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

- (a) All bidders on construction contracts shall complete and submit, along with and as part of their bids, a Bidder's Employee Utilization Form (Form BC-1256) setting forth a projection and breakdown of the total workforce intended to be hired and/or allocated to such contract work by the bidder including a projection of minority and female employee utilization in all job classifications on the contract project.
- (b) The Department of Transportation shall review the Employee Utilization Form, and workforce projections contained therein, of the contract awardee to determine if such projections reflect an underutilization of minority persons and/or women in any job classification in accordance with the Equal Employment Opportunity Clause and Section 7.2 of the Illinois Department of Human Rights' Rules and Regulations for Public Contracts adopted as amended on September 17, 1980. If it is determined that the contract awardee's projections reflect an underutilization of minority persons and/or women in any job classification, it shall be advised in writing of the manner in which it is underutilizing and such awardee shall be considered to be in breach of the contract unless, prior to commencement of work on the contract project, it submits revised satisfactory projections or an acceptable written affirmative action plan to correct such underutilization including a specific timetable geared to the completion stages of the contract.
- (c) The Department of Transportation shall provide to the Department of Human Rights a copy of the contract awardee's Employee Utilization Form, a copy of any required written affirmative action plan, and any written correspondence related thereto. The Department of Human Rights may review and revise any action taken by the Department of Transportation with respect to these requirements.

RETURN WITH BID

**Contract No. 63080
KANE County
Section 03-00251-00-BR (Aurora)
Project BROS-D1(642)
Route WOOD STREET
District 1 Construction Funds**

PART II. WORKFORCE PROJECTION - continued

- B. Included in "Total Employees" under Table A is the total number of **new hires** that would be employed in the event the undersigned bidder is awarded this contract.

The undersigned bidder projects that: (number) _____ new hires would be recruited from the area in which the contract project is located; and/or (number) _____ new hires would be recruited from the area in which the bidder's principal office or base of operation is located.

- C. Included in "Total Employees" under Table A is a projection of numbers of persons to be employed directly by the undersigned bidder as well as a projection of numbers of persons to be employed by subcontractors.

The undersigned bidder estimates that (number) _____ persons will be directly employed by the prime contractor and that (number) _____ persons will be employed by subcontractors.

PART III. AFFIRMATIVE ACTION PLAN

- A. The undersigned bidder understands and agrees that in the event the foregoing minority and female employee utilization projection included under **PART II** is determined to be an underutilization of minority persons or women in any job category, and in the event that the undersigned bidder is awarded this contract, he/she will, prior to commencement of work, develop and submit a written Affirmative Action Plan including a specific timetable (geared to the completion stages of the contract) whereby deficiencies in minority and/or female employee utilization are corrected. Such Affirmative Action Plan will be subject to approval by the contracting agency and the **Department of Human Rights**.
- B. The undersigned bidder understands and agrees that the minority and female employee utilization projection submitted herein, and the goals and timetable included under an Affirmative Action Plan if required, are deemed to be part of the contract specifications.

Company _____ Telephone Number _____

Address _____

NOTICE REGARDING SIGNATURE

The Bidder's signature on the Proposal Signature Sheet will constitute the signing of this form. The following signature block needs to be completed only if revisions are required.

Signature: _____ Title: _____ Date: _____

- Instructions: All tables must include subcontractor personnel in addition to prime contractor personnel.
- Table A - Include both the number of employees that would be hired to perform the contract work and the total number currently employed (Table B) that will be allocated to contract work, and include all apprentices and on-the-job trainees. The "Total Employees" column should include all employees including all minorities, apprentices and on-the-job trainees to be employed on the contract work.
- Table B - Include all employees currently employed that will be allocated to the contract work including any apprentices and on-the-job trainees currently employed.
- Table C - Indicate the racial breakdown of the total apprentices and on-the-job trainees shown in Table A.

RETURN WITH BID

ADDITIONAL FEDERAL REQUIREMENTS

In addition to the Required Contract Provisions for Federal-Aid Construction Contracts (FHWA 1273), all bidders make the following certifications.

- A. By the execution of this proposal, the signing bidder certifies that the bidding entity has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. This statement made by the undersigned bidder is true and correct under penalty of perjury under the laws of the United States.
- B. CERTIFICATION, EQUAL EMPLOYMENT OPPORTUNITY:
1. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause. YES _____ NO _____
 2. If answer to #1 is yes, have you filed with the Joint Reporting Committee, the Director of OFCC, any Federal agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements of those organizations? YES _____ NO _____

RETURN WITH BID

**Contract No. 63080
KANE County
Section 03-00251-00-BR (Aurora)
Project BROS-D1(642)
Route WOOD STREET
District 1 Construction Funds**

PROPOSAL SIGNATURE SHEET

The undersigned bidder hereby makes and submits this bid on the subject Proposal, thereby assuring the Department that all requirements of the Invitation for Bids and rules of the Department have been met, that there is no misunderstanding of the requirements of paragraph 3 of this Proposal, and that the contract will be executed in accordance with the rules of the Department if an award is made on this bid.

(IF AN INDIVIDUAL) Firm Name _____
Signature of Owner _____
Business Address _____

(IF A CO-PARTNERSHIP) Firm Name _____
By _____
Business Address _____
Name and Address of All Members of the Firm: _____

(IF A CORPORATION) Corporate Name _____
By _____
Signature of Authorized Representative _____
Typed or printed name and title of Authorized Representative _____

(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW) Attest _____
Signature _____
Business Address _____

(IF A JOINT VENTURE) Corporate Name _____
By _____
Signature of Authorized Representative _____
Typed or printed name and title of Authorized Representative _____

Attest _____
Signature _____
Business Address _____

If more than two parties are in the joint venture, please attach an additional signature sheet.



Return with Bid

Division of Highways
Proposal Bid Bond
(Effective November 1, 1992)

Item No. _____

Letting Date _____

KNOW ALL MEN BY THESE PRESENTS, That We _____

as PRINCIPAL, and _____

_____ as SURETY, are held jointly, severally and firmly bound unto the STATE OF ILLINOIS in the penal sum of 5 percent of the total bid price, or for the amount specified in Article 102.09 of the "Standard Specifications for Road and Bridge Construction" in effect on the date of invitation for bids, whichever is the lesser sum, well and truly to be paid unto said STATE OF ILLINOIS, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, that whereas, the PRINCIPAL has submitted a bid proposal to the STATE OF ILLINOIS, acting through the Department of Transportation, for the improvement designated by the Transportation Bulletin Item Number and Letting Date indicated above.

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

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

In TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by

their respective officers this _____ day of _____ A.D., _____ .

PRINCIPAL

(Company Name) (Company Name)

By _____ By: _____
(Signature & Title) (Signature of Attorney-in-Fact)

Notary Certification for Principal and Surety

STATE OF ILLINOIS,

County of _____

I, _____, a Notary Public in and for said County, do hereby certify that

_____ and _____
(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

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

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

My commission expires _____

Notary Public

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

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



PROPOSAL ENVELOPE



PROPOSALS

for construction work advertised for bids by the
Illinois Department of Transportation

Item No.	Item No.	Item No.

Submitted By:

Name:
Address:
Phone No.

Bidders should use an IDOT proposal envelope or affix this form to the front of a 10" x 13" envelope for the submittal of bids. If proposals are mailed, they should be enclosed in a second or outer envelope addressed to:

Engineer of Design and Environment - Room 326
Illinois Department of Transportation
2300 South Dirksen Parkway
Springfield, Illinois 62764

NOTICE

Individual bids, including Bid Bond and/or supplemental information if required, should be securely stapled.

CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

NOTICE

None of the following material needs to be returned with the bid package unless the special provisions require documentation and/or other information to be submitted.

**Contract No. 63080
KANE County
Section 03-00251-00-BR (Aurora)
Project BROS-D1(642)
Route WOOD STREET
District 1 Construction Funds**



Illinois Department of Transportation



NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., January 16, 2009. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.
- 2. DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 63080
KANE County
Section 03-00251-00-BR (Aurora)
Project BROS-D1(642)
Route WOOD STREET
District 1 Construction Funds**

Project consists of the removal of the existing four span steel girder bridge and construction of a three span bridge on two piers and integral abutments, raising the road profile to accommodate the Railroad, and all other incidental items to complete the work on Wood Street over Burlington Northern Railroad and Indian Creek in Aurora.

- 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 101.09 of the Standard Specifications for Road and Bridge Construction, 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 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.

By Order of the
Illinois Department of Transportation

Milton R. Sees, Secretary

BD 351 (Rev. 01/2003)

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2009

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS and frequently used RECURRING SPECIAL PROVISIONS.

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-07) (Revised 1-1-09)

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Effective: July 9, 2008

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		GBSP13	High-Load Multi-Rotational Bearings	Oct 13, 1988	Jan 1, 2007
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		GBSP21	Cleaning and Painting Contact Surface Areas of Existing Steel Structures	June 30, 2003	Jan 1, 2007
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		GBSP25	Cleaning and Painting Existing Steel Structures	Oct 2, 2001	July 9, 2008
		GBSP26	Containment and Disposal of Lead Paint Cleaning Residues	Oct 2, 2001	July 9, 2008
		GBSP28	Deck Slab Repair	May 15, 1995	July 9, 2008
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		GBSP31	Bridge Deck High-Reactivity Metakaolin (HRM) Conc Overlay	Jan 21, 2000	June 1, 2007
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		GBSP45	Bridge Deck Thin Polymer Overlay	May 7, 1997	Jan 1, 2007
		GBSP46	Geotextile Retaining Walls	Sept 19, 2003	June 1, 2007
		GBSP47	High Performance Concrete Structures	Aug 5, 2002	Jan 1, 2007
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		GBSP53	Structural Repair of Concrete	Mar 15, 2006	April 2, 2008
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		GBSP57	Temporary Mechanically Stabilized Earth Retaining Walls	Jan 6, 2003	April 2, 2008
		GBSP58	Mechanical Splice	Sep 21, 1995	Jan 1, 2007
		GBSP59	Diamond Grinding and Surface Testing Bridge Sections	Dec 6, 2004	July 9, 2008
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LR 108		<input type="checkbox"/> Combination Bids	Jan. 1, 1994	Mar. 1, 2005
LR 212		<input type="checkbox"/> Shaping Roadway	Aug. 1, 1969	Jan. 1, 2002
LR 355-1		<input type="checkbox"/> Asphalt Stabilized Base Course, Road Mix or Traveling Plant Mix	Oct. 1, 1973	Jan. 1, 2007
LR 355-2		<input type="checkbox"/> Asphalt Stabilized Base Course, Plant Mix	Feb. 2, 1963	Jan. 1, 2007
LR 400-1		<input type="checkbox"/> Bituminous Treated Earth Surface	Jan. 1, 2008	
LR 400-2		<input type="checkbox"/> Bituminous Surface Mixture (Class B)	Jan. 1, 2008	
LR 400-3		<input type="checkbox"/> Pavement Rehabilitation by the Heat-Scarify-Overlay Method	Jan. 1, 2008	
LR 402		<input type="checkbox"/> Salt Stabilized Surface Course	Feb. 20, 1963	Jan. 1, 2007
LR 403-2		<input type="checkbox"/> Bituminous Hot Mix Sand Seal Coat	Aug. 1, 1969	Jan. 1, 2007
LR 406		<input type="checkbox"/> Filling HMA Core Holes with Non-shrink Grout	Jan. 1, 2008	
LR 420		<input type="checkbox"/> PCC Pavement (Special)	May 12, 1964	Jan. 2, 2007
LR 442		<input type="checkbox"/> Bituminous Patching Mixtures for Maintenance Use	Jan. 1, 2004	Jun. 1, 2007
LR 451		<input type="checkbox"/> Crack Filling Bituminous Pavement with Fiber-Asphalt	Oct. 1, 1991	Jan. 1, 2007
LR 503-1		<input type="checkbox"/> Furnishing Class SI Concrete	Oct. 1, 1973	Jan. 1, 2002
LR 503-2		<input type="checkbox"/> Furnishing Class SI Concrete (Short Load)	Jan. 1, 1989	Jan. 1, 2002
LR 542		<input type="checkbox"/> Pipe Culverts, Type _____ (Furnished)	Sep. 1, 1964	Jan. 1, 2007
LR 663		<input type="checkbox"/> Calcium Chloride Applied	Jun. 1, 1958	Jan. 1, 2007
LR 702		<input type="checkbox"/> Construction and Maintenance Signs	Jan. 1, 2004	Jun. 1, 2007
LR 1004		<input type="checkbox"/> Coarse Aggregate for Bituminous Surface Treatment	Jan. 1, 2002	Jan. 1, 2007
LR 1013		<input type="checkbox"/> Rock Salt (Sodium Chloride)	Aug. 1, 1969	Jan. 1, 2002
LR 1030		<input type="checkbox"/> Growth Curve	Mar. 1, 2008	
LR 1032-1		<input type="checkbox"/> Penetrating Emulsions	Jan. 1, 2007	Feb. 1, 2007
LR 1032-2		<input type="checkbox"/> Multigrade Cold Mix Asphalt	Jan. 1, 2007	Feb. 1, 2007
LR 1102		<input type="checkbox"/> Road Mix or Traveling Plan Mix Equipment	Jan. 1, 2007	

BDE SPECIAL PROVISIONS
For the January 16 and March 6, 2009 Lettings

The following special provisions indicated by an "x" are applicable to this contract. An * indicates a new or revised special provision for the letting.

File Name	Pg#		Special Provision Title	Effective	Revised
80099			Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2007
* 80186	85	X	Alkali-Silica Reaction for Cast-in-Place Concrete	Aug. 1, 2007	Jan. 1, 2009
* 80213			Alkali-Silica Reaction for Precast and Precast Prestressed Concrete	Jan. 1, 2009	
80207	88	X	Approval of Proposed Borrow Areas, Use Areas, and/or Waste Areas Inside Illinois State Borders	Nov. 1, 2008	
80192			Automated Flagger Assistance Device	Jan. 1, 2008	
80173			Bituminous Materials Cost Adjustments	Nov. 2, 2006	Jan. 2, 2007
50261			Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	Jan. 1, 2007
50481			Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	Jan. 1, 2007
50491			Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	Jan. 1, 2007
50531			Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	Jan. 1, 2007
80166	89	X	Cement	Jan. 1, 2007	Nov. 1, 2007
80198			Completion Date (via calendar days)	April 1, 2008	
80199			Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80193			Concrete Barrier	Jan. 1, 2008	
* 80214			Concrete Gutter, Type A	Jan. 1, 2009	
* 80215			Concrete Joint Sealer	Jan. 1, 2009	
80177			Digital Terrain Modeling for Earthwork Calculations	April 1, 2007	
80029	92	X	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Nov. 1, 2008
80178			Dowel Bars	April 1, 2007	Jan. 1, 2008
80179	100	X	Engineer's Field Office Type A	April 1, 2007	Aug. 1, 2008
80205			Engineer's Field Office Type B	Aug. 1, 2008	
80175			Epoxy Pavement Markings	Jan. 1, 2007	
80189	101	X	Equipment Rental Rates	Aug. 2, 2007	Jan. 2, 2008
80169			High Tension Cable Median Barrier	Jan. 1, 2007	
80194			HMA – Hauling on Partially Completed Full-Depth Pavement	Jan. 1, 2008	
80181	103	X	Hot-Mix Asphalt – Field Voids in the Mineral Aggregate	April 1, 2007	April 1, 2008
80201	105	X	Hot-Mix Asphalt – Plant Test Frequency	April 1, 2008	
80202	106	X	Hot-Mix Asphalt – Transportation	April 1, 2008	
80136			Hot-Mix Asphalt Mixture IL-4.75	Nov. 1, 2004	Jan. 1, 2008
80195			Hot-Mix Asphalt Mixture IL-9.5L	Jan. 1, 2008	
80109			Impact Attenuators	Nov. 1, 2003	Nov. 1, 2008
80110			Impact Attenuators, Temporary	Nov. 1, 2003	Jan. 1, 2007
* 80196			Mast Arm Assembly and Pole	Jan. 1, 2008	Jan. 1, 2009
* 80045			Material Transfer Device	June 15, 1999	Jan. 1, 2009
80203			Metal Hardware Cast into Concrete (NOTE: This special provision was previously named "Steel Inserts and Brackets Cast into Concrete".)	April 1, 2008	Nov. 1, 2008
80165			Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2007
80082			Multilane Pavement Patching	Nov. 1, 2002	
80180	108	X	National Pollutant Discharge Elimination System / Erosion and Sediment Control Deficiency Deduction (NOTE: This special provision was previously named "Erosion and Sediment Control Deficiency Deduction".)	April 1, 2007	Nov. 1, 2008
80208			Nighttime Work Zone Lighting	Nov. 1, 2008	
80129			Notched Wedge Longitudinal Joint	July 1, 2004	Jan. 1, 2007
80182			Notification of Reduced Width	April 1, 2007	
80069			Organic Zinc-Rich Paint System	Nov. 1, 2001	Jan. 1, 2008
* 80216			Partial Exit Ramp Closure for Freeway/Expressway	Jan. 1, 2009	
80022	109	X	Payments to Subcontractors	June 1, 2000	Jan. 1, 2006
80209	111	X	Personal Protective Equipment	Nov. 1, 2008	
80134			Plastic Blockouts for Guardrail	Nov. 1, 2004	Jan. 1, 2007
* 80119			Polyurea Pavement Marking	April 1, 2004	Jan. 1, 2009

<u>File Name</u>	<u>Pg#</u>		<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80210			Portland Cement Concrete Inlay or Overlay	Nov. 1, 2008	
80170	112	X	Portland Cement Concrete Plants	Jan. 1, 2007	
* 80217			Post Clips for Extruded Aluminum Signs	Jan. 1, 2009	
80171			Precast Handling Holes	Jan. 1, 2007	
* 80218			Preventive Maintenance – Bituminous Surface Treatment	Jan. 1, 2009	
* 80219			Preventive Maintenance – Cape Seal	Jan. 1, 2009	
* 80220			Preventive Maintenance – Micro-Surfacing	Jan. 1, 2009	
* 80221			Preventive Maintenance – Slurry Seal	Jan. 1, 2009	
80211			Prismatic Curb Reflectors	Nov. 1, 2008	
80015			Public Convenience and Safety	Jan. 1, 2000	
34261			Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157	114	X	Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
* 80223			Ramp Closure for Freeway/Expressway	Jan. 1, 2009	
80172			Reclaimed Asphalt Pavement (RAP)	Jan. 1, 2007	Aug. 1, 2007
80183	116	X	Reflective Sheeting on Channelizing Devices	April 1, 2007	Nov. 1, 2008
80151	117	X	Reinforcement Bars	Nov. 1, 2005	Jan. 2, 2008
80206			Reinforcement Bars – Storage and Protection	Aug. 1, 2008	
* 80224			Restoring Bridge Approach Pavements Using High-Density Foam	Jan. 1, 2009	
80184			Retroreflective Sheeting, Nonreflective Sheeting, and Translucent Overlay Film for Highway Signs	April 1, 2007	
* 80131	119	X	Seeding	July 1, 2004	Jan. 1, 2009
* 80152	121	X	Self-Consolidating Concrete for Cast-In-Place Construction	Nov. 1, 2005	Jan. 1, 2009
80132			Self-Consolidating Concrete for Precast Products	July 1, 2004	Jan. 1, 2007
80212			Sign Panels and Sign Panel Overlays	Nov. 1, 2008	
80197	126	X	Silt Filter Fence	Jan. 1, 2008	
80127			Steel Cost Adjustment	April 2, 2004	April 1, 2007
80153	127	X	Steel Plate Beam Guardrail	Nov. 1, 2005	Aug. 1, 2007
80191	128	X	Stone Gradation Testing	Nov. 1, 2007	
80143	129	X	Subcontractor Mobilization Payments	April 2, 2005	
80075			Surface Testing of Pavements	April 1, 2002	Jan. 1, 2007
80087	130	X	Temporary Erosion Control	Nov. 1, 2002	Jan. 1, 2008
* 80225			Temporary Raised Pavement Marker	Jan. 1, 2009	
80176			Thermoplastic Pavement Markings	Jan. 1, 2007	
20338	131	X	Training Special Provisions	Oct. 15, 1975	
80185			Type ZZ Retroreflective Sheeting, Nonreflective Sheeting, and Translucent Overlay Film for Highway Signs	April 1, 2007	
80149			Variable Spaced Tining	Aug. 1, 2005	Jan. 1, 2007
80071	134	X	Working Days	Jan. 1, 2002	
80204			Woven Wire Fence	April 1, 2008	

The following special provisions are in the 2009 Supplemental Specifications and Recurring Special Provisions:

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
80108	Asbestos Bearing Pad Removal	Check Sheet #32	Nov. 1, 2003	
72541	Asbestos Waterproofing Membrane and Asbestos Hot-Mix Asphalt Surface Removal	Check Sheet #33	June 1, 1989	Jan. 2, 2007
80167	Electrical Service Installation – Traffic Signals	Section 805	Jan. 1, 2007	
80164	Removal and Disposal of Regulated Substances	Section 669	Aug. 1, 2006	Jan. 1, 2007
80161	Traffic Signal Grounding	Sections 873 and 1076	April 1, 2006	Jan. 1, 2007
80162	Uninterruptable Power Supply (UPS)	Sections 801, 862 and 1074	April 1, 2006	Jan. 1, 2007
80163	Water Blaster with Vacuum Recovery	Articles 783.02 and 1101.12	April 1, 2006	Jan. 1, 2007

The following special provisions require additional information from the designer. The additional information needs to be included in a separate document attached to this check sheet. The Project Development and Implementation section will then include the information in the applicable special provision. The Special Provisions are:

Building Removal-Case I	Completion Date	Railroad Protective Liability Insurance
Building Removal-Case II	Completion Date Plus Working Days	Training Special Provisions
Building Removal-Case III	DBE Participation	Working Days
Building Removal-Case IV	Material Transfer Device	

Introduction

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2007; the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet included herein which apply to and govern the construction of the Wood Street Section 03-00251-00-BR, Project No. BROS-D001(642), Contract No. 63080, in Kane County, and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

Location of Project

This project is located on Wood Street over the Burlington Northern Railroad and Indian Creek in Aurora, Kane County. The project on Wood Street begins at Station 9+70.00 and extends northerly to Station 18+19.00. The total project length of is 849.00 feet (0.161 mile).

Description of Work

The work within the limits of this project includes the removal of the existing four span steel girder bridge and the construction of a three span welded plate girder bridge on two piers and integral abutments. The road profile will be raised from the existing profile to accommodate the 23'-6" clearance required by the Burlington Northern Railroad. Due to the raised profile, MSE walls were proposed to support the south approach and steel sheet pile walls were proposed to support the north approach. Also, Pierce Street will end with a Cul-De-Sac at Wood Street due to sight distance requirements. Proposed storm sewer is included in this project as a result of the proposed Wood Street profile grade line.

20700420 POROUS GRANULAR EMBANKMENT, SUBGRADE

Effective: September 30, 1985

Revised: January 1, 2007

This work consists of furnishing, placing, and compacting porous granular material to the lines and grades shown on the plans or as directed by the Engineer in accordance with applicable portions of Section 207. The material shall be used as a bridging layer over soft, pumpy, loose soil and for placing under water and shall conform with Article 1004.04 except the gradation shall be as follows:

1. Crushed Stone, Crushed Blast Furnace Slag, and Crushed Concrete

<u>Sieve Size</u>	<u>Percent Passing</u>
*6 in. (150 mm)	97 ± 3
*4 in. (100 mm)	90 ± 10
2 in. (50 mm)	45 ± 25
No. 200 (75 µm)	5 ± 5

2. Gravel, Crushed Gravel and Pit Run Gravel

<u>Sieve Size</u>	<u>Percent Passing</u>
*6 in. (150 mm)	97 ± 3
*4 in. (100 mm)	90 ± 10
2 in. (50 mm)	55 ± 25
No. 4 (4.75 mm)	30 ± 20
No. 200 (75 µm)	5 ± 5

*For undercut greater than 18 inches (450 mm) the percent passing the 6 inch (150 mm) sieve may be 90 ± 10 and the 4 inch (100 mm) sieve requirements eliminated.

The porous granular material shall be placed in one lift when the total thickness to be placed is 2 feet (600 mm) or less or as directed by the Engineer. Each lift of the porous granular material shall be rolled with a vibratory roller meeting the requirements of Article 1101.01(g) to obtain the desired keying or interlock and compaction. The Engineer shall verify that adequate keying has been obtained.

A 3 inch (75 mm) nominal thickness top lift of capping aggregate having a gradation of CA 6 will be required when Aggregate Subgrade is not specified in the contract and Porous Granular Embankment, Subgrade will be used under the pavement and shoulders. Capping aggregate will not be required when embankment meeting the requirements of Section 207 or granular subbase is placed on top of the porous granular material.

Construction equipment not necessary for the completion of the replacement material will not be allowed on the undercut areas until completion of the recommended thickness of the porous granular embankment subgrade.

Full depth subgrade undercut should occur at limits determined by the Engineer. A transition slope to the full depth of undercut shall be made outside of the undercut limits at a taper of 1 foot (300 mm) longitudinal per 1 inch (25 mm) depth below the proposed subgrade or bottom of the proposed aggregate subgrade when included in the contract.

Method of Measurement. This work will be measured for payment in accordance with Article 207.04. When specified on the contract, the theoretical elevation of the bottom of the aggregate

subgrade shall be used to determine the upper limit of Porous Granular Embankment, Subgrade. The volume will be computed by the method of average end areas.

Basis of Payment. This work shall be paid for at the contract unit price per cubic yard (cubic meter) for POROUS GRANULAR EMBANKMENT, SUBGRADE which price shall include the capping aggregate, when required.

The Porous Granular Embankment, Subgrade shall be used as field conditions warrant at the time of construction. No adjustment in unit price will be allowed for an increase or decrease in quantities from the estimated quantities shown on the plans.

21001000 GEOTECHNICAL FABRIC FOR GROUND STABILIZATION

Description

This work shall consist of furnishing and installing AMOCO 4551 fabric or approved equal fabric under the binder course of the proposed pavement in accordance with applicable portions of Section 210 of the Standard Specifications. This fabric shall be placed (6) inches beyond the back of curb.

Basis of Payment

Pavement fabric will be paid for at the contract unit price per square yard for GEOTECHNICAL FABRIC FOR GROUND STABILIZATION which price shall be payment in full for all labor, equipment, and materials necessary for complete installation.

25100900 TURF REINFORCEMENT MAT

Description

This work shall consist of furnishing, transporting, and placing turf reinforcement mat over seeded area as shown on the plans and in accordance with applicable portions of Section 251 of the Standard Specifications. The Contractor shall use the product American Green C 350 or approved equal.

Basis of Payment

This work will be paid for at the contract unit price per square yards for TURF REINFORCEMENT MAT which price shall be payment in full for all labor, equipment, and materials necessary for complete installation.

50100200 REMOVAL OF EXISTING STRUCTURES

Description

This work shall consist of the removal of the existing Wood Street Bridge over Indian Creek and BNSF RR to the extent shown on the contract plans. This work shall include the removal and disposal of all bridge superstructure and substructure components. This work shall also include full coordination and cooperation with the BNSF RR as detailed in the applicable sections of the attached Exhibits G, C-1, and C. This work shall be in accordance with Section 501 of the Standard Specifications and may include providing a protective shield system if required by the BNSF RR at the discretion of the Engineer.

Measurement

This work shall be paid for at the contract lump sum price for REMOVAL OF EXISTING STRUCTURES, which price shall be payment in full for all labor, equipment, materials, coordination, and permits necessary to complete the item as specified. The Contractor shall submit a detailed Demolition Plan to the Railroad in accordance to Section 11, Demolition Plan of Exhibit G (Instructions for preparation of demolition plans for structures over the Burlington Northern Santa Fe Railroad). This work shall not be paid for separately but shall be included in the Contract unit price for REMOVAL OF EXISTING STRUCTURES.

51100500 BITUMINOUS COATED AGGREGATE SLOPEWALL 6"

Effective: January 1, 2007

This work shall consist of paving embankment slopes with crushed aggregate for control and prevention of erosion of slopes.

Material: The aggregate used for slope wall paving shall be crushed stone conforming to Article 1004.01 for Class D quality except that one of the following options shall apply recycled concrete (RCC) or RAP material and shall meet the specification within the table. RAP containing steel slag will be permitted in slopewall. Slag material meeting quality specification shall be approved for slopewall application.

COARSE AGGREGATE

VIRGIN	RECYCLE CONCRETE	RAP	SLAG
STONE, Crush Gravel	Aggregate Subgrade	Capping Aggregate	ACBF / STEEL
CA01	019CM18	3 INCH	CA01

The aggregate shall be uniformly graded to meet the current gradation specification, recycle material shall be reasonable free of deleterious material: steel, wood, brick etc. RAP shall be free of contaminates and oversize particles.

The bituminous material used for slopewall sealing or spraying shall be RS-1, RS-2, RC70 or RC250 meeting the requirements of Section 1032.

Construction Requirements: The surface upon which the slopewall is to be constructed shall conform to the elevation, lines, grades, and cross section indicated on the plans and as directed by the Engineer. The subgrade shall be shaped to ± 1 inch (25 mm) of plan grade.

Prior to placing aggregate, the slope shall be compacted to a uniform density as directed by the Engineer. Excess excavated material shall be disposed of by the Contractor as provided in Section 502.

The crushed aggregate shall be placed on the prepared slope, shaped and compacted to the satisfaction of the Engineer. Bituminous material shall not be placed until the aggregate has dried to the satisfaction of the Engineer.

Bituminous material shall be applied at a rate sufficient to assure penetration into and the binding together of particles in the upper 2 inch (50 mm) of the crushed aggregate slopewall. The adjacent structure shall be protected from bituminous material to prevent spattering or discoloration.

Basis of Payment: This work will be measured and paid for at the contract unit price per square yard (square meter) for BITUMINOUS COATED AGGREGATE SLOPEWALL, 6”.

56400500 FIRE HYDRANT TO BE REMOVED

Description

This work shall include the removal of the fire hydrant with valve and valve box and follow all applicable portions of Section 564 of the Standard Specifications.

All fire hydrants shall be salvaged and remain the property of the City of Aurora, and be delivered to a location designated by the City of Aurora.

Measurement

This work shall be paid for at the contract unit price per each for FIRE HYDRANT TO BE REMOVED, which price shall be payment in full for all labor, equipment, and materials necessary for a complete removal.

56400820 FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX

Description

This work includes the installation of a fire hydrant, auxiliary valve and valve box at the locations shown on the plans and shall be in accordance with Section 564 of the Standard Specifications and Section 45 of the “Standard Specifications for Water and Sewer Main Construction in Illinois”. Valves shall be installed in accordance with the manufacturer’s recommendations.

Basis for Payment

This work will be paid for at the contract unit price per each for FIRE HYDRANT WITH AUXILIARY VALVE AND VAVLE BOX which shall include payment in full for furnishing and installing the fire hydrant with auxiliary valve and box, drainage stone, thrust block, all appurtenances and backfilling and all labor, equipment, and material necessary for a complete installation.

63100167 TRAFFIC BARRIER TERMINAL TYPE 1, SPECIAL (TANGENT)

Description

This work shall consist of furnishing and erecting traffic barrier terminal, type 1 special (tangent) as shown in the plans in accordance with Section 631 of the Standard Specifications.

Method of Measurement

Traffic barrier terminal will be measured for payment, complete in place, in units of each.

Basis of Payment

This work will be paid for at the contract unit price per each for TRAFFIC BARRIER TERMINAL TYPE 1, SPECIAL (TANGENT).

70101700 TRAFFIC CONTROL AND PROTECTION

Description

The traffic control and protection for this project shall performed in accordance with the project Traffic Control Plan and Section 701 of the Standard Specifications as amended by the Special Provision for Work Zone Traffic Control (Illinois Department of Transportation Check Sheet #LRS 3) and Flaggers in Work Zones (Illinois Department of Transportation Check Sheet #LRS 4).

Standards

- 701801-03 LANE CLOSURE MULTILANE 1W OR 2W CROSSWALK OR SIDEWALK CLOSURE
- 702001-06 TRAFFIC CONTROL DEVICES

District One Standards

- TC 10 TRAFFIC CONTROL AND PROTECTION FOR SIDE ROADS, INTERSECTIONS, AND DRIVEWAYS

Basis of Payment

The cost of Traffic Control and Protection provided under the Traffic Control Plan and Section 701 WORK ZONE TRAFFIC CONTROL will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION which price shall include all equipment, labor and materials necessary to complete the work as specified.

81400115 HANDHOLE TO BE ADJUSTED

Description

This work shall consist of adjusting an existing handhole at the location shown on the plans in accordance with Section 814 of the Standard Specifications.

Basis of Payment

This work will be paid for at the contract unit price per each of HANDHOLE TO BE ADJUSTED which price shall be payment in full for all labor, equipment, and materials necessary for adjustment.

AGGREGATE SUBGRADE, 12"

Effective: May 1, 1990

Revised: January 1, 2007

This work shall be done in accordance with the applicable portions of Section 207. The material shall conform to Article 1004.04 except as follows:

1. Crushed Stone, Crushed Blast Furnace Slag, and Crushed Concrete will be permitted. Steel slag and other expansive materials as determined through testing by the Department will not be permitted.

<u>Sieve Size</u>	<u>Percent Passing</u>
6 in. (150 mm)	97 ± 3
4 in. (100 mm)	90 ± 10
2 in. (50 mm)	45 ± 25
No. 200 (75 µm)	5 ± 5

2. Gravel, Crushed Gravel, and Pit Run Gravel

<u>Sieve Size</u>	<u>Percent Passing</u>
6 in. (150 mm)	97 ± 3
4 in. (100 mm)	90 ± 10
2 in. (50 mm)	55 ± 25
No. 4 (4.75 mm)	30 ± 20
No. 200 (75 µm)	5 ± 5

3. Crushed Concrete with Bituminous Materials**

<u>Sieve Size</u>	<u>Percent Passing</u>
6 in. (150 mm)	97 ± 3
4 in. (100 mm)	90 ± 10
2 in. (50 mm)	45 ± 25
No. 4 (4.75 mm)	20 ± 20
No. 200 (75 µm)	5 ± 5

**The Bituminous material shall be separated and mechanically blended with the crushed concrete so that the bituminous material does not exceed 40% of the final products. The top size of the bituminous material in the final product shall be less than 4 inches (100 mm) and shall not contain more than 10.0% steel slag RAP or any material that is considered expansive by the Department.

The Aggregate subgrade shall be placed in two lifts consisting of a 9 inch (225 mm) and variable nominal thickness lower lift and a 3 inch (75 mm) nominal thickness top lift of capping aggregate having a gradation of CA 6. The CA 6 may be blended as follows. The bituminous materials shall be separated and mechanically blended with interlocking feeders with crushed concrete or natural aggregate, in a manner that the bituminous material does not exceed 40% of the final product. This process shall be approved by the engineer prior to start of production. The top side of the bituminous material in the final products shall be less than 1 ½ inches (37.5 mm) and shall not contain any material considered expansive by the department. Reclaimed Asphalt Pavement (RAP) (having a maximum of 10% steel slag RAP) meeting the requirements of Article 1004.07 and having 100% passing the 3 inch (75 mm) sieve and well graded down through fines may also be used as capping aggregate. IDOT testing of the RAP material will be used in determining the percent of steel slag or Expansive Material. When the contract specifies that an aggregate subbase is to be placed on the Aggregate Subgrade, the 3 inches (75 mm) of capping aggregate will be eliminated. A vibratory roller meeting the requirements of Article 1101.01(g) shall be used to roll each lift of material to obtain the desired keying or interlock and necessary compaction. The Engineer will verify that adequate keying has been obtained.

When a recommended remedial treatment for unstable subgrades is included in the contract, the lower lift of Aggregate Subgrade may be placed simultaneously with the material for Porous Granular Embankment, Subgrade when the total thickness to be placed is 2 feet (600 mm) or less.

Method of Measurement.

Contract Quantities. Contract quantities shall be in accordance with Article 202.07.

Measured Quantities. Aggregate subgrade will be measured in place and the area computed in square yards (square meters).

Basis of Payment. This work will be paid for at the contract unit price per square yard (square meter) for AGGREGATE SUBGRADE, 12".

Z0005215 BITUMINOUS STABILIZATION 6" AT STEEL BEAM GUARD RAIL

Description

This work shall consist of constructing a bituminous stabilization 6" at steel beam guardrail in accordance to applicable portions of Section 630 of the Standard Specifications.

Basis of Payment

This work will be paid for at the contract unit price per square yard for BITUMINOUS STABILIZATION 6" AT STEEL BEAM GUARD RAIL.

Z0017700 DRAINAGE & UTILITY STRUCTURES TO BE RECONSTRUCTED

Description

This work shall consist of reconstructing drainage and utility structures to the elevation shown on the plans in accordance with the applicable portions of Section 602 of the Standard Specifications.

Basis of Payment

This work will be paid for at the contract unit price per each for DRAINAGE & UTILITY STRUCTURES TO BE RECONSTRUCTED which price shall be payment in full for all labor, equipment, and materials necessary for complete reconstruction.

Z0024430 FLAGGER

Description

This work shall consist of railroad flaggers in accordance with Burlington Northern Railroad.

Flagging Equipment. Whenever a flagger is required to be assigned to traffic control for daytime operations, the flagger(s) shall be equipped with a fluorescent orange, fluorescent yellow/green, or a combination of fluorescent orange and fluorescent yellow/green vest meeting the requirements of ANSI/ISEA 107-2004 for Conspicuity Class 2 garments and flagger traffic control paddles. If the flagger is required during nighttime operations, the flagger shall be equipped with a full-body garment of fluorescent orange or fluorescent orange and fluorescent yellow-green meeting the requirements of ANSI/ISEA 107-2004 for Conspicuity Class 3

garments. All maintenance workers are required to wear ANSI Class 3 apparel during nighttime operations.

General Requirements. All signs, markings, barricades, warning lights, flaggers, or other devices that are used for the purpose of regulating, warning and guiding traffic shall be in accordance with the Contract Plans, Special Provisions, and the MUTCD.

All flaggers engaged in work zone traffic control operations are required to be certified by Burlington Northern Rail Road or by an agency approved by the Burlington Northern Rail Road. While on the job site, each flagger shall have in his/her possession a current driver's license and a current flagger certification I.D. meeting IDOT requirements. For non-drivers, the Illinois Identification Card issued by the Secretary of State will meet the requirement for a current driver's license. This flagger certification requirement may be waived by the Engineer for emergency situations that arise due to actions beyond the Contractor's control where flagging is needed to maintain safe traffic control on a temporary basis.

Whenever the operation of the Contractor endangers or interferes with vehicular traffic on the Burlington Northern property as determined by the Engineer, the Contractor shall place and subsequently remove all traffic control devices necessary to guide vehicular traffic and protect the motoring public at no additional cost to the City of Aurora. Sandbags which are used to secure barricades and sign stands shall be included. The Engineer shall have the right to inspect all traffic control equipment furnished by the Contractor before the start of general construction. In addition, the Contractor shall furnish additional flaggers on a continuous basis whenever any construction operations encroach on traveled lanes.

A flagger will be required 200' in advance of any work area where construction vehicles and trucks are entering or leaving the work site and at all times during which workers are present where traffic is restricted to less than the normal number of lanes on a multi-lane pavement and the workers are not separated from the traffic by physical barriers, flaggers shall be furnished at the Contractor's expense to protect the workers and to warn and direct traffic. The flagger shall be stationed to the satisfaction of the Engineer and equipped as specified in 701.3.8. Except as otherwise shown on the plans, one flagger will be required for each separate activity of an operation that requires frequent encroachment in a lane open to traffic. "FLAGGER AHEAD" signs will be required in advance of a flagger station (500' on mainline) at all times that a flagger is used to control traffic. Such signs shall be removed or covered when the flagger is not present.

Basis of Payment

This work will not be paid for separately but shall be considered incidental to the contract.

XX002256 PLUG WATER MAIN 6"

Description

This work shall consist of plugging water main in accordance with all applicable portions of Section 561 of the Standard Specifications.

Basis for Payment

This work will be paid for at the contract unit price per each for PLUG WATER MAIN 6" which price shall be payment in full for all labor, equipment, and materials necessary for complete plugging.

XX003008 TRAFFIC CONTROL DETOUR

Description

When traffic is to be directed over a detour route, the Contactor shall furnish, erect, maintain and remove all applicable traffic control devices along the detour route.

Basis for Payment

Furnishing, erecting, maintaining and removing traffic control devices along detour routes, in accordance with the details shown in the plans, will be paid for at the contract unit price per lump sum for TRAFFIC CONTROL DETOUR.

X0322671 STABILIZED CONSTRUCTION ENTRANCE:

Description: All labor, materials, equipment, transportation, supervision, permits, and services necessary for the installation of a stabilized construction entrance and periodic maintenance throughout the project to provide ingress and egress to the work area. The entrance shall minimize erosion and material from being tracked onto roadways. The Contractor shall coordinate the location with the resident engineer and adjacent properties.

Reference to Standards:

A. Applicable Standards: The publications and references listed below form a part of this Special Provision. Each publication shall be the latest revision and addendum in effect on the date of the contract unless noted otherwise. Except as specifically modified by the requirements specified herein or the details of the drawings, the Work included under this Special Provision shall conform to the provisions of these publications.

- B. Illinois Urban Manual -- Natural Resources Conservation Service
- C. Standard Specifications for Road and Bridge Construction, adopted January 1, 2007.

Submittals:

- A. Submittals: The following items shall be submitted to the Engineer for review and acceptance. Review and acceptance of submittals does not relieve the Contractor of any of the responsibilities and requirements of this Section and the design drawings. Review of the Contractor's plans and methods of construction shall not be construed to relieve the Contractor in any way of his responsibility for the successful performance of the work.
 - 1. Geotextile fabric
 - 2. Coarse aggregate

Site Preparation:

- A. Verify site location and conditions prior to the execution of work. Coordinate location with resident engineer.
- B. Protect existing nearby structures vegetation from any possible damage.

Installation: Install stabilized construction entrance in accordance with detail and resident engineer's instructions.

Method of Measurement: This work will be measured for payment in place and area computed in square yards.

Basis of Payment: This item shall be paid for at the contract unit price per square yard of STABILIZED CONSTRUCTION ENTRANCE, which price shall include all equipment, labor and materials to complete the work as specified.

X0325373 STONE COLUMNS 2'-6" DIA.:

Description: This work shall consist of furnishing, transportation, labor, materials, power and equipment to design and construct stone columns and perform stone column earthwork at the locations, to the elevations, and to the requirements shown on the plans.

The work shall be carried out in accordance with the requirements of the plans, this special provision, the Standard Specifications, the approved Contractor prepared Shop Drawings, and as directed by the Engineer. The work shall include Shop Drawings, construction of stone columns using Dry Bottom-Feed, Vibro-Replacement Method, and as-built drawings. The Shop Drawings shall be sealed by an Illinois Licensed Professional Engineer.

Intent: The intent of the system of stone columns is to provide soil reinforcement within the limits indicated on the project drawings to achieve the degree of soil improvement required to meet the performance criteria indicated in these specifications with minimal soil removal and disposal.

Performance Criteria: Construct a system of stone columns in the area shown on the drawings beneath mechanically stabilized earth walls, south approach slab, and north approach slab to achieve the following criteria upon completion:

- a. An allowable soil bearing capacity of 2,500 pounds/per square foot (PSF) with a maximum total settlement of 1 inch within one year and a maximum differential settlement of 0.003 times the distance between adjacent stone columns within one year. Initial settlements at the time of the load test shall be limited to 75 percent of the above amounts.
- b. A minimum factor of safety of 1.5 against global slope stability failure under the edge of the MSE wall.
- c. A transition zone within the area to be improved adjacent to unimproved areas of soil supporting mechanically stabilized earth and embankment shall be installed wherein the last two rows of stone columns shall be spaced at 150 percent and 200 percent respectively of the normal designed stone column spacing in both directions. The 200 percent spacing shall be immediately adjacent to the unimproved soils beneath the mechanically stabilized earth and embankments.

Materials: Crushed stone coarse aggregate gradation CA-5 (Class A Quality) satisfying the requirements of Section 1004, and Aggregate Control System (AGCS) shall be used to backfill stone columns.

The crushed stone shall be approved in writing by the Engineer before it is imported to the project site. At the time of its use, the crushed stone material shall be free of frozen material and all foreign materials that may have become mixed with it during transportation and hauling. No changes or substitutions of stone sources, stone characteristics, or stone gradations will be allowed without written approval of the Engineer.

Equipment: The Contractor shall provide well-maintained, operational equipment, tools, and machines for use in the performance of this work.

The Contractor's equipment shall be capable of producing and/or complying with the following:

- 1) Contain a motor to drive an eccentric mass at 1600 to 3000 RPM, which shall be capable of generating not less than 15 tons of centrifugal force.
- 2) Produce a minimum double amplitude (peak to peak measurement) of the probe tip of 0.5 in (13 mm) when the probe is in a freely suspended position.
- 3) The probe and follower tubes shall be of sufficient length to provide stone columns having a maximum length of 25 feet and have visible external marking at 1-foot increments to enable measurement of penetration and re-penetration depths.
- 4) Be capable of supplying to the tip of the probe a sufficient quantity of compressed air to advance the probe and ensure proper placement of the stone backfill. Stone backfill shall be placed by bottom feeding through a placement tube, which is an integral part of the probe.
- 5) Be capable of compacting the backfill stone and forcing the stone radially into the surrounding in-situ soil by means of displacement in combination with vibration.
- 6) Be capable of constructing stone columns in a manner such that dissipation of vibratory energy to the surrounding soil occurs mainly from the lower portion of the probe.
- 7) Be capable of constructing stone columns such that the probe remains in the unbackfilled portion of the hole at all times.

Construction Requirements: The work shall be accomplished by Dry Bottom-Feed, Vibro-Displacement Method.

After penetration of the vibrator to the full treatment elevation as shown on the Shop Drawings, the vibrator shall be withdrawn in 1.0 to 3.0 foot increments to allow placement of the stone.

If obstructions are encountered, the Contractor shall pre-auger each stone column to the elevations shown on the plans. Pre-augering shall be performed to the diameter of the equipment plus 3 to 6 inches for the clearance of the equipment through the hole.

The stone shall be placed in a manner that allows measurement of the tonnage or quantity of stone placed down the hole. For the Dry Bottom Feed method the measurement shall be by counting the stone batches fed into the tremie pipe.

The vibrator shall be re-driven through each increment into the newly placed stone until the resistance to the vibrator penetration, as observed by amperage buildup or other measurements, indicates that the stone column has been built out to its intended diameter or until the intended soil resistance is achieved.

Stone columns shall be installed such that each completed column will be continuous throughout its length as shown on the approved Shop Drawings.

The completed stone column average effective diameter shall not be less than 10 percent below the column diameter shown on the Shop Drawings. The average effective stone column diameter shall be calculated using the in-place density of the stone and the weight of stone used to fill a given length of the hole. For calculation of the effective column diameter, the in-place density shall be assumed to be equal to 95 percent of the compacted stone density as determined in accordance with ASTM C29. The weight of stone required to construct the stone column shall be based on the equivalent number of full buckets of stone placed in the hole and the loose stone density as determined in accordance with ASTM C29. The Contractor shall be responsible for furnishing the results of the compacted stone density and the loose stone density.

Stone columns whose diameters consistently deviate by more than ± 6 inches from the target diameters shown on the drawings may indicate changed subsurface conditions. The Contractor shall notify Engineer and shall cease operations in those areas. The Contractor shall submit to the Engineer revised plans and procedures to bring installations in those areas into conformance with the Provision and Shop Drawings.

The center of the vibrator at the ground surface shall be no more than 6 inches offset from its specified location, as shown on the Shop Drawings.

The axis of the stone column, as indicated by the tilt of the vibrator and follower tubes, shall not be inclined more than 1 (horizontal): 40 (vertical).

Except where obstructions are encountered, the vibrator shall be advanced to the full treatment depth as indicated on the Shop Drawings.

Any stone column installation not meeting the above stated tolerances, or is otherwise deemed unsatisfactory by the Engineer, may require installation of a replacement stone column at the discretion of the Engineer, which replacement column shall be installed at the Contractor's expense.

Contractor shall be responsible for the control and disposal of surface water from the stone column installation. Control and disposal of water shall be performed in accordance with all local, state and federal regulatory requirements.

Obstructions: If the Contractor encounters an obstruction that prevents the penetration of the vibrator to the depth shown on the Shop Drawings at one isolated treatment location or two adjacent locations, the contractor shall:

- a. If the obstruction occurs within 5 feet of the target depth, the Contractor shall backfill the hole in a normal manner and move to the next location.
- b. If the obstruction occurs more than 5 feet above the target bottom elevation of the stone column, the Contractor shall attempt to pre-auger the hole, then attempt to install the stone column in a normal manner and if this fails, the contractor shall move to and install a column at an offset location as directed by the Engineer.

The presence of any unknown obstructions shall be reported to the Engineer, and described in the daily documentation reports. When obstructions prevent the advancement of the vibratory probe over an area of multiple columns, the Engineer may authorize one or more of the following:

- a. Adjust the location or spacing of the treatment grid.
- b. Place additional treatment points to bridge the obstruction.
- c. Pre-auger through the obstruction.
- d. Remove the obstruction and backfill the hole and then commence stone column construction at planned locations.

The Contractor will not be compensated for incidental delays due to obstructions or special deviations in procedures that might be occasionally required due to obstructions.

Submittals: No later than thirty (30) days prior to beginning work, the contractor shall submit to the Engineer for approval the following information:

- 1) Evidence of successful installation of stone columns by the Subcontractor on five or more projects under similar conditions using dry installation techniques. The documentation to be submitted shall include client or owner references including addresses and phone numbers. Certification shall also be included verifying that the Project Superintendent possesses a minimum of 3 years of method specific experience.

- 2) Three (3) sets of the Shop Drawings. The Shop Drawings shall show locations, grid patterns, spacing, diameters, depths, elevations and identification numbers for the stone columns.
- 3) A written procedure for accomplishing the work described in this section and shown on the Shop Drawings. The written procedure shall:
 - a. Include a detailed description of the equipment and techniques to be used; specifically describe how the equipment and techniques shall be used to build the stone columns and acknowledge the variability of the subsurface stratigraphy.
 - b. Describe the refusal criteria to be applied when advancing the vibratory probe, as well as the resistance criteria (and method of measurement) to be applied when building the column in the various strata that underlie the site.
 - c. Describe the Contractor's quality assurance/quality control program to monitor construction activities and work products during the production phase of the work including test methods for verification of in-situ stone column depths and diameters. Include proposed format and details of written reports and data reports to be furnished to the Engineer.
- 4) The source(s) of crushed stone.
- 5) A written schedule for accomplishing the work described in this provision and shown on the Shop Drawings. The schedule shall show the Contractor's planned number of machines, number of shifts, and working hours.
- 6) Stationing, limits, pattern spacing and approximate depths for the stone column work are shown on the Shop Drawings. The Contractor shall submit a plan showing the identification number scheme for the stone column grid.

Quality Assurance: The Contractor shall provide the personnel committed in its prequalification. If these personnel are no longer available to the Contractor, the Contractor shall submit the name, experience, and resume of a person meeting the same qualification requirements to the Engineer. If the Engineer deems the substitute qualified, that person may be used on the project. If the proposed replacement person is rejected by the Engineer, the process shall be continued until an acceptable replacement is found.

The Contractor shall institute and maintain a monitoring and documentation program during the installation of all stone columns. The Contractor shall furnish all labor, equipment, materials, and

incidentals to document the stone column installation and densification operations including the achieved column diameters. The Contractor shall provide competent and qualified personnel to continuously observe and record the required data. The program shall include, but is not limited to, the inspection, testing, and documentation of the following:

- 1) Daily documentation of the stone column construction and work areas.

The daily report shall summarize all work items performed, including but not limited to: tonnage of stone delivered to the site, columns installed, and areas recompacted and regraded.

The daily report shall include for each machine and shift the following:

- a. Working hours and total hours
 - b. Number and depth of stone columns installed
 - c. Map, sketch, or markup of plan drawing showing locations of stone columns installed by each machine during each shift
 - d. Total weight and source of crushed stone delivered to job site
 - e. Total weight of crushed stone backfill placed in the ground
- 2) Tabulated data shall be provided for each stone column. The data for each stone column shall include, but not be limited to, the following:
 - a. Stone column number
 - b. Date of installation
 - c. Ground surface elevation of column location
 - d. Beginning and completion times for major activities, including time to penetrate and time to backfill column
 - e. Top and bottom depths and elevations of treated interval
 - f. Weight of stone placed over representative elevation intervals and over entire treated depth
 - g. Estimated column diameter over representative elevations intervals, and over entire treated depth
 - h. Vibratory power consumption (or other indicator of resistance) during penetration and during compaction of the column
 - i. Details of obstructions, delays, and/or any unusual conditions encountered
 - j. Notation that the constructed stone column either is consistent with the column section detail shown on the Shop Drawings or description of deviations from that detail
 - k. Augered depth

- l. Test results for special waste contamination for any materials to be removed from the ground for disposal
- 3) For each phase of regrading and recompaction, the Contractor shall document the area depths to which the earthworks were performed.
- 4) The recorded documentation of the above information shall be signed by the Contractor's representative and the Engineer's representative inspector and shall be submitted to the Engineer.
- 5) At the completion of the ground treatment work, the Contractor shall submit:
 - a. A report to the Engineer that provides details of the methods used, production rates, and stone consumption.
 - b. An as-built drawing showing the locations of the stone columns and the area regraded and recompacted.
- 6) The Engineer reserves the right to have a full-time or part-time representative observe and document the stone column, related construction, and verification exploration. The Engineer reserves the right to obtain samples for testing from the stone source(s) or from the stone stockpiles at the site.

Field Load Tests: Testing to determine specification compliance will be provided by the stone column contractor and will consist of at least one load test of a stone column in the area to be treated on each side of the bridge and within 25 feet of the bridge abutments. The load test shall be performed on the first stone column installed at a permanent location or may be a test installation outside of the work area. If the load test is performed as a test installation, the installation shall be in the same material and as near the work area as practicable and the location shall be subject to the approval of the Engineer. Load increments, decrements, and duration shall be determined using ASTM D-1143 as guidelines. An initial seating loading equal to 5 percent of the total load shall be applied to the loaded steel plate before applying specified loading increments. Deflections shall be measured at the top of the test column and at the bottom of the test column by means of a tell-tale installed at the bottom of the test stone column. Performance will be deemed acceptable when at the specified design load of 2,500 PSF times the area tributary to the stone column, deflection at the top of the pier does not exceed 1½ inches and deflection at the bottom of the pier does not exceed 20 percent of the deflection at the top of the pier. Contractor shall make, or cause to be made, any adjustments in the design of the stone columns necessary to meet the specified performance criteria.

Method of Measurement: The stone column work including design, construction, and testing of the columns will be measured for payment in feet, to the nearest foot, complete in place as shown on the plans. Measurement will be from the bottom of each column to the bottom of the

load transfer platform surface. Stone columns installed above this elevation will not be measured for payment.

Basis of Payment: The stone column work will be paid for at the contract unit price per foot for STONE COLUMNS 2'-6" DIA., which price shall be payment in full for all labor, equipment, and materials necessary to complete the design, installation, and testing of the work as specified herein.

Pre-augering and mobilization of the equipment for pre-augering, if necessary and authorized by the Engineer, will be incidental to STONE COLUMNS 2'-6" DIA, which price shall include all equipment and labor for the augering and transportation of the equipment to and from the work site and to set up the equipment in preparation for use.

The above unit price bids will be full compensation for the work as specified including providing all records and logs, removal and disposal of excavated or augered materials from stone column holes.

BARRICADE REMOVAL

Description:

This work shall consist of the removal and satisfactory disposal of existing concrete barricade as shown on the plans. All material resulting from the barricade removal operation shall be disposed of at a location acceptable to the Engineer and disposed of as specified in Article 202.03

Basis of Payment:

This work shall be paid for at the contract unit price per each for BARRICADE REMOVAL which price shall be payment in full for all labor, equipment, and materials necessary for complete removal.

TREE, STRATHMORE FLOWERING CRAB, 3" CALIPER, BALLED & BURLAPPED

Description

This work shall consist of furnishing, transporting, and planting the tree. This work shall also include all bracing, wrapping and watering when required by the Engineer. All work shall be done in accordance with Section 253 of the Standard Specifications.

Basis of Payment

This work will be measured for payment at the contract unit price each for TREE, STRATHMORE FLOWING CRAB, 3" CALIPER, BALLED & BURLAPPED which price

shall be payment in full for all labor, equipment, and materials necessary for complete installation.

CATCH BASINS, 7' DIA., SPECIAL FRAME AND GRATE

Description

This work shall consist of furnishing and installing a 7' inside diameter catch basin and Neenah R-4895-2 frame and grate, or equivalent. Included is all excavation, fittings, materials and labor necessary to complete the work. Work shall be in accordance with applicable portions of Section 602 of the Standard Specifications.

Submittals

Three copies of the shop drawings for the 7' diameter catch basin and frame and grate.

Basis of Payment

This work will be paid for at the contract unit price per each for CATCH BASINS, TYPE A, 7' DIA., SPECIAL FRAME AND GRATE, which shall include all material and labor to complete the work.

EXHIBIT G

INSTRUCTIONS FOR PREPARATION OF DEMOLITION PLANS FOR STRUCTURES OVER THE BURLINGTON NORTHERN SANTA FE RAILROAD

SECTION I. GENERAL

A. The Contractor will abide by and adhere to the requirements of the Exhibit C. Should there be a discrepancy between the requirements contained in the Exhibit C and this Exhibit G, the Exhibit C will govern.

B. The Contractor's work shall in no way impede train operations.

1. The term "Overhead" refers to the structure to be demolished.
2. The words "demolition" and "removal" will be used interchangeably in this Exhibit G.
3. The term "Railroad" refers to the Railroad's Engineer or designated representative.

C. Safety takes precedence over productivity. The Contractor shall be responsible for planning and executing all procedures necessary to remove the Overhead in a safe, predictable manner. All employees of the Contractor and Subcontractors must be Safety Trained. Refer to <http://www.contractororientation.com>.

D. The Contractor shall develop a Demolition Plan ONLY AFTER CONSULTING WITH THE RAILROAD TO GET AN ESTIMATE OF THE RANGE OF WORK WINDOWS THAT MIGHT NORMALLY BE AVAILABLE FOR THE JOB SITE.

1. A Work Window is the elapsed time between approaching trains.
2. An estimate of the availability of Work Windows can be used by the Contractor to design a Demolition Plan. The estimated Work Window is a guideline and not to be considered as a guarantee for available working time.
3. Work Windows will vary significantly, depending on the location. Low speed - low train density tracks have predictable Work Windows. The opposite is true for high density- high speed main tracks. The Railroad shall, at its sole discretion, furnish a range of Work Windows that might be expected at a specific location under normal train traffic conditions.
4. The Contractor shall plan the demolition procedures based upon the smallest ESTIMATED Work Window. Do not assume the longest Work Window will be available on any given day. Do not assume the same Work Windows will be available from one day to the next.
5. The Contractor will give BNSF's Project Engineer at telephone number XXX XXX XXXX, (*written number*) (X) weeks advance notice of the proposed times and dates for Work Windows. BNSF and the contractor will establish mutually agreeable Work Windows for the Project. Any request for Work Windows with less than (*written number*) (X) weeks advance notice will have a reduced probability of approval. BNSF has the right at any time to revise or change the Work Windows, due to train operations or service obligations. BNSF will not be responsible for any additional costs and expenses resulting from a change in Work Windows. Additional costs and expenses resulting from a change in Work Windows shall be accounted for in the contractor's expenses for the Project.

E. The Railroad's tracks and property shall be protected at all times.

1. Removal procedures shall take into account SEVERE WEATHER CONDITIONS, including high winds, heavy rains and snowfall accumulation.

2. The contractor shall ensure that all areas adjacent to active tracks shall remain free from hazards.
 - a) Trainmen must have an unobstructed walkway available parallel to all active tracks (*Drafter's Note In CA add: pursuant to the California Public Utilities Commission General Order 118*).
 - b) All open excavations shall be protected with fencing.
 - c) Do not store materials or equipment within 25 feet of the centerline of an active track.
3. Protect the project area from vandalism.
 - a) Do not leave debris where vandals could place it on the tracks or drop it onto the tracks from the Overhead.
 - b) Secure all heavy equipment from potential movement by vandals.
 - c) Do not store flammable materials on railroad right of way. Remove combustible waste materials daily. Do not store fuel or other flammable liquids on railroad right of way.

F. All demolition materials and scrap shall be disposed of outside the Railroad right-of-way at no expense to the Railroad. At the conclusion of the project, the area must be left in a clean and graded condition to the exclusive satisfaction of the Railroad.

G. No work is allowed within 25 feet of the nearest track unless protected by a Railroad Flagger. Refer to Exhibit C Section 1.05, Protection of Railway Facilities and Railway Flagger Services for additional flagging requirements.

H. The staged demolition of any portion of the Overhead over or adjacent to operational tracks will not jeopardize the stability of other parts of the Overhead awaiting demolition.

1. Where multiple tracks are involved, the Demolition Plan should be engineered as much as practical such that no more than one track is rendered impassable at any given moment.

I. No blasting will be permitted on Railroad's right-of-way.

SECTION II. DEMOLITION PLAN

A. The Contractor shall submit a detailed Demolition Plan to the Railroad. The Demolition Plan shall encompass the following:

1. Provide a scale drawing showing the plan view, elevation and location of the Overhead and locations of any access roads needed on railroad right of way to access the job site. The as-built drawings may be used for the submittal provided the removal steps are clearly marked and legible.
2. Indicate the position of all railroad tracks below the bridge. Identify each track as mainline, siding, spur, etc. Identify locations where temporary crossings will be installed to cross equipment over each track.
3. List in sequential order, all procedures necessary to remove the bridge in a safe and controlled manner. Include step by step details of each sequence and the elapsed time required to execute the sequence. The Demolition Plan must specify which, if any, sequences will render a track impassable to trains during execution of the sequence. If more than one track is adjacent to the work area, specify which tracks will be impassable during execution of each sequence.
4. Include text, drawings or photos to communicate the types of equipment that will be utilized. Include diagrams showing the position of the equipment in relation to the tracks. Where cranes are to be used, furnish the lifting capacities of the crane at the anticipated radius and the weights of components to be removed.

5. For every sequence, specify the minimum horizontal clearance from centerline of track and the minimum vertical clearance above top of rail for equipment, falsework, rubble shields and temporary supports. If a crane is to be utilized, include clearances for the backswing radius of the crane counterweight and the position of the outriggers. Refer to the Frame Protection Details drawings, three sheets, attached hereto and made a part hereof, for the minimum allowable vertical and horizontal clearances.
6. If the Demolition Plan includes concrete demolition, include the details of rubble control such as maximum anticipated size of rubble, drop distance, shield size and shield position.
7. The Demolition Plan will indicate locations and types of temporary supports, shoring, cables or bracing required.
 - a) Excavations and shoring design shall be according to the attached "GENERAL SHORING REQUIREMENTS" drawings, two pages, attached hereto and made a part hereof.
 - b) Falsework shall be designed according to the State of California, Department of Transportation FALSEWORK MANUAL available at this Web Site:
<http://www.dot.ca.gov/hq/esc/construction/manuals/Falsework/>.
 - c) Plans shall conform to the appropriate Federal, State and local regulations and building codes.
8. If any temporary supports interfere with the natural drainage along the Railroad right-of-way, a temporary drainage diversion plan shall be included in the Demolition Plan. The drainage plan shall route all surface water away from the railroad tracks.
 - a) Do not block drainage in side ditches with debris.
 - b) Do not place footing blocks in drainage ditches.
 - c) Surface runoff must be diverted away from the footing block excavations to avoid saturation of the underlying supporting soils.
9. The Demolition Plan shall include details, limits, and locations of protective shields or other measures designed to protect the rails, ties and ballast from falling debris. Include details of catchment apparatus necessary to protect the tracks from rolling debris that may fall onto side slopes. Include the design load for the shields for both the maximum static load and the maximum anticipated impact loads from falling debris. Specify the type of equipment that will be utilized to remove the debris and shields from operational tracks.
10. Protection of the track ballast section must be provided to avoid contamination of the rock with fine dust and mud produced during demolition activities. Filter fabric or some other effective means to prevent ballast contamination should be incorporated into the Demolition Plan.
11. All overhead and underground utilities in the area affected by removal of the bridge shall be located on the drawings, including any fiber optic, railroad signal, and communication lines.
12. Indicate the limits of demolition of substructures, including depths and dimensions of excavations that might be necessary to demolish buried footings.
13. The Demolition Plan should include details of planned on-site fire suppression.

B. The Contractor shall submit to the Railroad: three (3) complete sets of the Demolition Plan to BNSF's Assistant Director Structural Engineering for review and comments. The Demolition Plan should be sent in PDF format for files up to (2) megabytes by email attachment to: *(insert appropriate email address)* Should the Demolition Plan exceed a two (2) megabyte PDF file, a CD of the plans and specifications should be sent via overnight mail service to mailing address, Assistant Director Structures, 4515 Kansas Avenue, Kansas City, KS 66106.

1. The Plan shall be sealed by a Civil or Structural Engineer registered in the state where the proposed demolition will take place.
2. A minimum of four (4) weeks shall be expected for the Railroad's review after the complete submittal is received.
3. No removal operations will be permitted over the Railroad right of way until the submitted material has been reviewed and approved.

C. Approval and/or comments furnished by the Railroad in the course of review of the Contractor's Demolition Plan will not relieve the Contractor of the ultimate responsibility for the safe and secure demolition of the Overhead.

SECTION III. PROCEDURE

A. The Demolition Plan must be executed such that stability is continuously maintained for the standing portions of the Overhead over all tracks.

1. All members of the Overhead being demolished must be continuously supported to resist high winds, including wind buffets and suction forces generated by high speed trains.

B. Prior to proceeding with bridge removal, the sealing Civil or Structural Engineer, or his authorized representative, shall inspect all components of the temporary support shoring, including temporary bracing and protective coverings, insuring conformity with the working drawings.

1. The sealing Engineer shall certify in writing to the Railroad that the work is in conformance with the drawings and that the materials and workmanship are satisfactory.
2. A copy of this certification shall be available at the job site at all times.

C. All substructures shall be removed to at least six (6) feet below the final finished grade or at least six (6) feet below base of rail whichever is lower, unless otherwise specified by the Railroad.

D. All debris and refuse shall be removed from the railroad right of way by the Contractor. The premises shall be left in a neat and presentable condition to the exclusive satisfaction of the Railroad. Soils contaminated by fuel spills, hydraulic oil leaks, etc. will be removed from railroad right of way and replaced to the exclusive satisfaction of the Railroad.

E. If any hazardous materials are discovered, provide material protection as specified in local hazardous material codes and immediately contact the Railroad

1. If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery; (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties; and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.
2. If pipelines are attached to the Overhead, pipes must be purged of flammable or hazardous materials prior to beginning demolition.
3. Fuel spills, hydraulic fluid releases, equipment oil leaks or any other release of contaminants must be

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reported to the Railroad. Contaminated soils must be removed and replaced to the satisfaction of the Railroad and local regulatory agencies.

F. The work progress shall be reviewed and logged by the Contractor's Engineer. Should an unplanned event occur, the Contractor shall inform the Railroad and submit a procedure to correct or remedy the occurrence.

G. Beam removal and all other demolition procedures shall take place as much as practicable with equipment positioned adjacent to and clear of all live tracks or positioned on the Overhead structure above the track. In the rare case that beams require removal with equipment positioned fouling a live track or from below the Overhead, the following steps shall be taken before beams are allowed to straddle the tracks:

1. Certain territories with high density train traffic, especially where multiple main tracks are affected, may not grant Work Windows on all tracks simultaneously. Beam removal from the underside of Overheads may not be possible unless the procedure can be accomplished in very short Work Windows or be engineered such that only one track is affected.
2. The work shall be scheduled well in advance but no later than the requirements in Section 1, paragraph 5 of this Exhibit G. The Work windows are subject to the Railroad's operational requirements for continuous train operations. The beam removal plan must be engineered to minimize the Work Window time.
3. The rails, ties and ballast shall be protected. No equipment will be crossed over or placed on the tracks unless pre-approved by the Railroad.
4. The beams shall be blocked to prevent the beams from coming into contact with the rails. Blocking shall not be placed on the rails or ties.
5. Upon approach of a train, the beams and all personnel and equipment will be moved a position to provide a minimum of 15 feet horizontal clearance and 21 ft. 6 in. vertical clearance from the nearest rail. Care must be exercised to insure that crane booms are rotated to a position parallel with the track.

SECTION IV. TRACK PROTECTION

A. The track protective cover shall be constructed before beginning bridge removal work and will be supported by falsework or members of the existing Overhead. The following are examples of protective covers that may be acceptable:

1. A decking supported by the bridge or a suspended cover from the bridge above the track clearance envelope.
2. A track shield cover over the tracks per the attached detail.
3. A framed cover outside the track clearance envelope.
4. A catcher box or loader bucket under decking and parapets overhanging the exterior girders.
5. Protection of the track ballast section must be provided to avoid contamination of the rock with fine dust and mud produced during demolition activities. Filter fabric or some other effective means to prevent ballast contamination should be incorporated into the Demolition Plan.

B. Construction equipment shall not be crossed over or placed on the tracks unless the rails, ties and ballast are protected against damage.

1. Track protection is required for all equipment including rubber tired equipment.
2. A list of equipment to be crossed over or positioned on the tracks along with the intended method of protection shall be submitted to the railroad for approval prior to use at the job site.

C. Temporary haul road crossings shall be either timbers or precast concrete panels. The type of crossing shall be determined by the Railroad.

1. Solid timbers or ballast with timber headers shall be used between multiple tracks.
2. If the job site is accessible to the public, all temporary haul road crossings shall be protected with barricades or locked gates when the Contractor is not actively working at the site.
3. Installation and removal of temporary track crossings for equipment shall be scheduled well in advance with the Railroad but no later than the requirements in Section 1, paragraph 5 of this Exhibit G.

SECTION V. CRANES

A. When cranes are operated over or adjacent to the tracks the following is required:

1. The Contractor shall verify that the foundations, soil conditions, and buried utility lines under the crane and crane outriggers can support the loads induced by the crane under an assumed maximum capacity lift. The size and material type of crane mats shall be rigid and of sufficient capacity to safely distribute the crane loads.
2. Front end loaders and backhoes cannot be used in place of a crane to lift materials over the tracks. These types of equipment do not have the necessary safety features built into the machines to circumvent overloading and tipping. Only cranes with the rated capacity to handle the loads may be used.
3. Additional track protection may be required for a crane when crossing over the track. The protection methods shall be submitted to the Railroad for review and comment well in advance of intended use.
4. Cranes and other equipment utilizing outriggers shall not place outriggers on the tracks or ballast.
5. Cranes or crane booms shall not be positioned within the track clearance envelope without Railroad Flagman protection. Cranes operating from a position farther than 25 ft. from the nearest track will need a Railroad Flagman present if the boom length is such that it could fall onto a track.
6. Upon approach of a train, the crane body shall be rotated to position the boom in a line parallel with the track. Any suspended load shall be made stationary by lowering it until contact is made with the ground. During passage of the train, the Crane Operator must stop all movements. Crane Operators shall remain in the cab with motor at idle with the load lines, boom, rotation and travel controls locked and stationary until the full length of the train has passed the job site.
7. Cranes will not be utilized during high winds.

SECTION VI. CUTTING TORCHES

A. When a cutting torch or welding equipment is used in the demolition process, the following steps shall be taken:

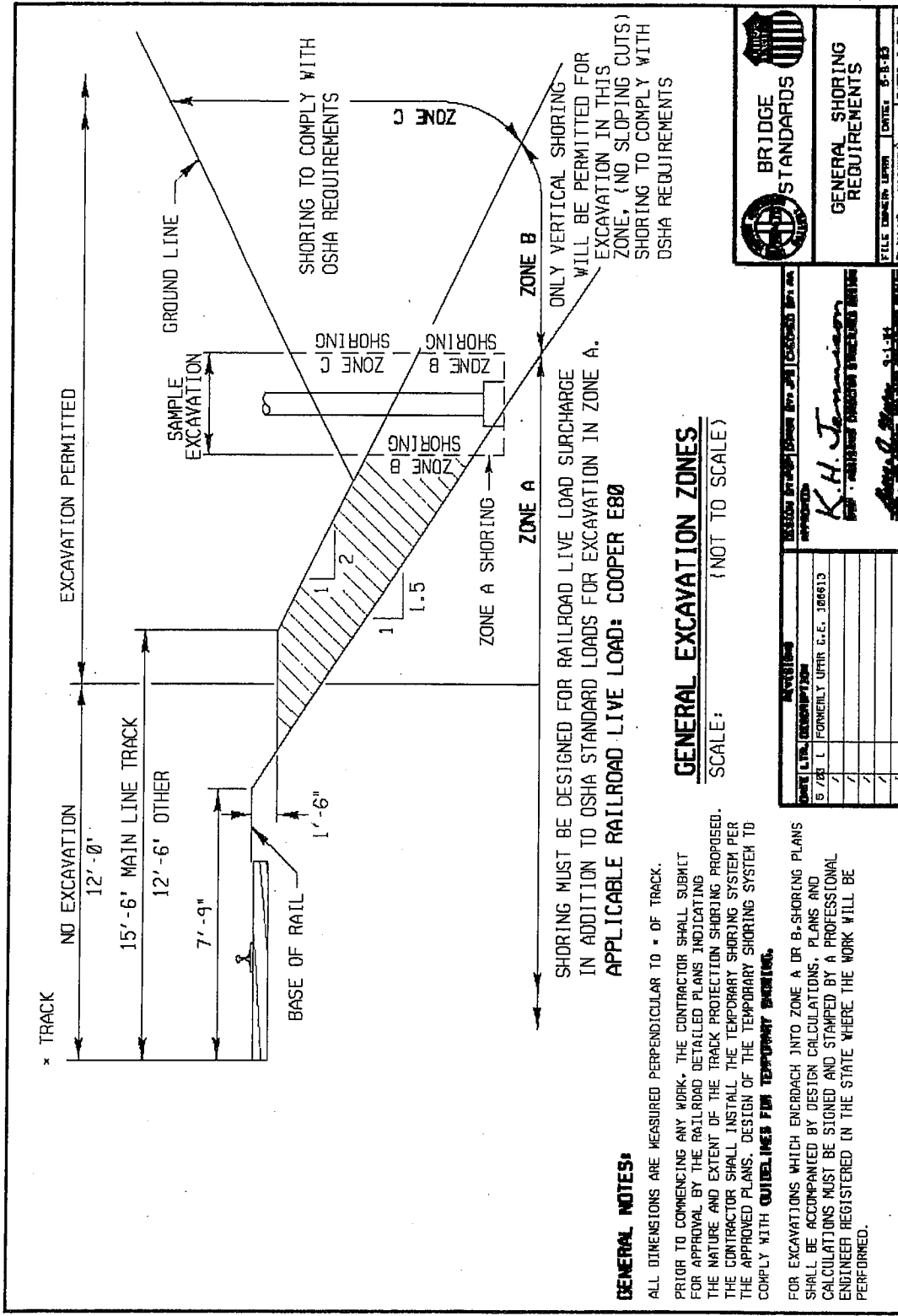
1. Fire suppression equipment is required on-site.
2. Do not use a torch over, between, or adjacent to the tracks unless a steel plate protective cover is used to shield against sparks and slag coming into contact with timber ties. Care shall be taken to make certain the use of a steel plate does not come in contact with the rails. See "Track Shield Details" for other requirements. Details of the shield shall be submitted to the Railroad for approval.
3. Wet the ties below the steel plate and wet other timbers and flammable demolition debris located near cutting areas.
4. Monitor the work site for at least three hours after cutting has ceased to detect a smoldering fire.

B. Extensive overhead cutting may require more robust fire suppression equipment and precautions than what would normally be required for routine cuts.

1. On days when extensive torch cutting is planned, the Contractor shall have a larger water supply on hand or take other measures as needed to effectively suppress fires.
2. Overhead torch cutting and welding must cease upon approach and passage of a train.
3. Extensive torch cutting shall not take place during high winds.
4. Contractor will clear vegetation and other combustible debris from the surrounding work areas prior to engaging in extensive torch cutting.

SECTION VII. UTILITIES

A. The demolition operations shall be planned such that overhead and underground utility lines are operating safely at all times. The utility lines shall be protected if affected by demolition operations. Underground utility lines shall be protected from concentrated soil loads under crane outriggers and heavy rubber tired front loaders or similar equipment. All the work associated with utility lines should be coordinated by the contractor with the respective utility companies.



GENERAL NOTES:

ALL DIMENSIONS ARE MEASURED PERPENDICULAR TO * OF TRACK.
 PRIOR TO COMMENCING ANY WORK, THE CONTRACTOR SHALL SUBMIT FOR APPROVAL BY THE RAILROAD DETAILED PLANS INDICATING THE NATURE AND EXTENT OF THE TRACK PROTECTION SHORING PROPOSED. THE CONTRACTOR SHALL INSTALL THE TEMPORARY SHORING SYSTEM PER THE APPROVED PLANS. DESIGN OF THE TEMPORARY SHORING SYSTEM TO COMPLY WITH **GUIDELINES FOR TEMPORARY SHORING.**
 FOR EXCAVATIONS WHICH ENCRDACH INTO ZONE A OR B, SHORING PLANS SHALL BE ACCOMPANIED BY DESIGN CALCULATIONS, PLANS AND CALCULATIONS MUST BE SIGNED AND STAMPED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE WHERE THE WORK WILL BE PERFORMED.

GENERAL EXCAVATION ZONES

SCALE: (NOT TO SCALE)

SHORING TO COMPLY WITH OSHA REQUIREMENTS

ONLY VERTICAL SHORING WILL BE PERMITTED FOR EXCAVATION IN THIS ZONE. (NO SLOPING CUTS) SHORING TO COMPLY WITH OSHA REQUIREMENTS

SHORING MUST BE DESIGNED FOR RAILROAD LIVE LOAD SURCHARGE IN ADDITION TO OSHA STANDARD LOADS FOR EXCAVATION IN ZONE A.
APPLICABLE RAILROAD LIVE LOAD: COOPER E80

BRIDGE STANDARDS

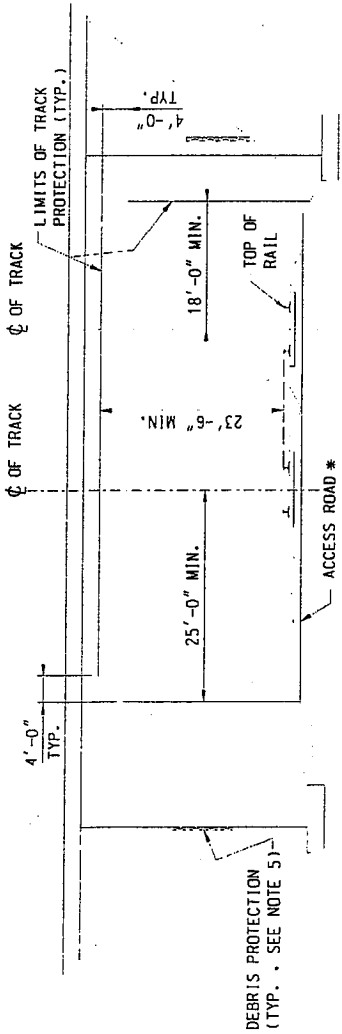
GENERAL SHORING REQUIREMENTS

FILE NUMBER: L-10001
 DATE: 5-8-13
 PLAN NO.: 716000A
 SHEET 1 OF 2

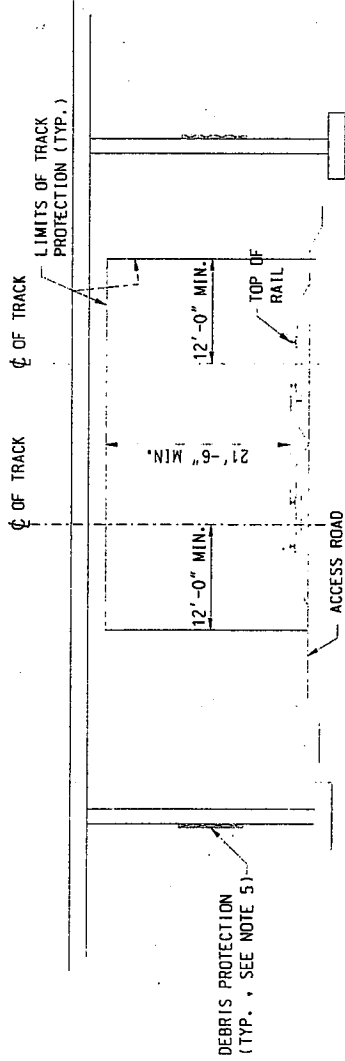
DATE	BY	DESCRIPTION
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APPROVED: *K.H. Jannison*
 K.H. Jannison
 PROFESSIONAL ENGINEER
 STATE OF CALIFORNIA
 LICENSE NO. 44144

FIGURE 1



BRIDGE ELEVATIONS
 STANDARD LIMITS OF PROTECTION FOR FRAME PROTECTION



BRIDGE ELEVATION
 MINIMUM LIMITS OF PROTECTION FOR FRAME PROTECTION
 (SPECIAL PERMISSION REQUIRED, SEE NOTE 1)

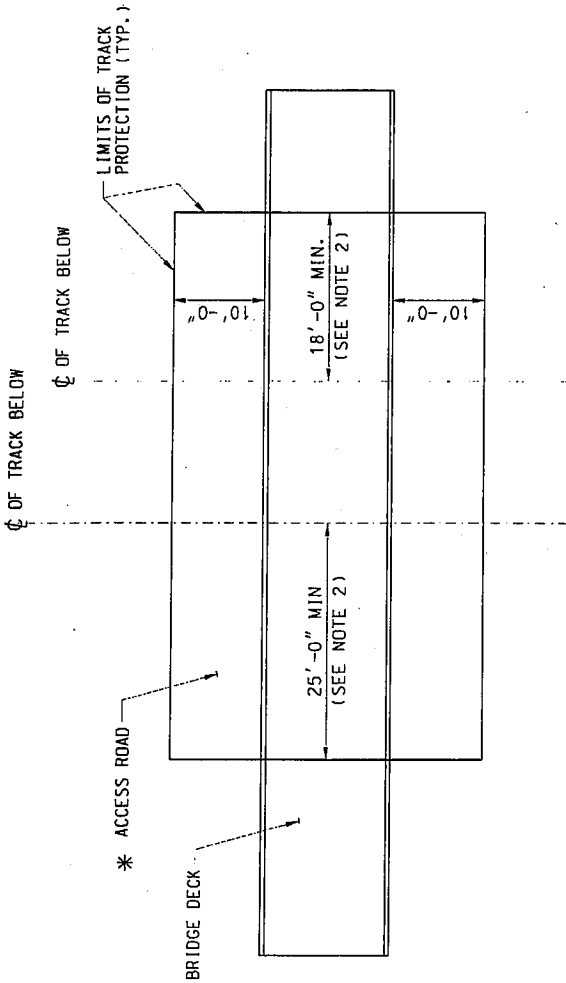
1. THE STANDARD LIMITS OF PROTECTION NOTED ARE THE MIN. CLEARANCES ALLOWED WITHOUT SPECIAL PERMISSION FROM THE RAILROAD. THE REDUCED CLEARANCES NOTED MAY BE ALLOWED BY THE RAILROAD. SPECIAL PERMISSION FOR THE REDUCED CLEARANCES IS REQUIRED FROM THE RAILROAD AND PUBLIC AGENCY.
 2. THE PROTECTION FRAME SHALL AS A MINIMUM MATCH THE DEMOLITION LIMITS SHOWN AND EXTEND PAST THE BRIDGE WIDTH AS SHOWN ON THE ATTACHED DEMOLITION PLAN SHEET.
 3. FOR ADDITIONAL CLEARANCE AND PROTECTION INFORMATION REFER TO CONTRACT EXHIBITS.
 4. THE PROTECTION FRAME SHALL PREVENT DEMOLITION DEBRIS, DUST AND FINE MATERIAL FROM FALLING INTO THE RAILROAD TRACKS, ACCESS ROAD OR TRAINS. THE FRAME SHALL BE DESIGNED BY THE CONTRACTOR TO SUPPORT THE ANTICIPATED DEMOLITION LOADS, AND IN ACCORDANCE WITH CALTRANS FALSEWORK MANUAL FOR STRUCTURES OVER THE RAILROAD.
 5. DEBRIS PROTECTION IS REQUIRED NEAR THE BASE OF THE SIDE SLOPES AND ADJACENT TO ROADS USED BY DEMOLITION EQUIPMENT TO PREVENT DEBRIS FROM ROLLING ONTO TRACK. ACCESS ROAD OR DITCH. USE TIMBERS AS REQUIRED TO STOP LARGE PIECES OF ROLLING DEBRIS.
 6. ANY ACTIVITY WITHIN 25 FEET OF THE NEAREST RAIL OF A TRACK REQUIRES A FLAGMAN.
- * IF NO ACCESS ROAD USE MIN. DIMENSION FROM OTHER SIDE OF DETAIL



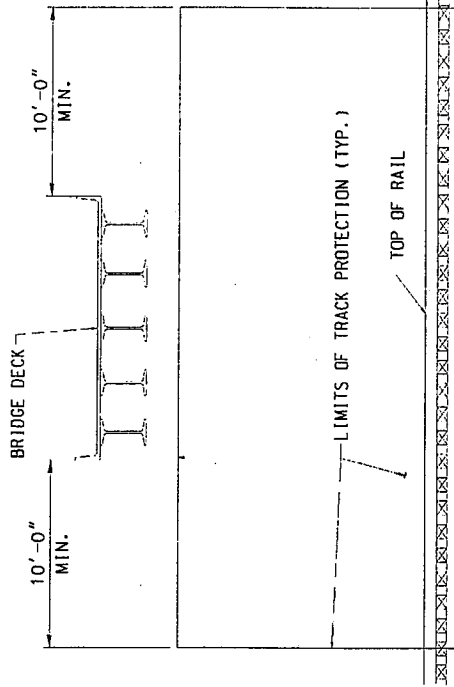
DEMOLITION FRAME PROTECTION DETAILS
 DATE: OCTOBER 17, 2007 SHEET: 1 OF 3

NOTES:

- 1. - SEE GENERAL NOTES ON BRIDGE ELEVATION SHEET.
- 2. STANDARD LIMITS OF PROTECTION ARE SHOWN, FOR MIN. LIMITS OF PROTECTION DIMENSIONS, SEE BRIDGE ELEVATION. MINIMUM LIMITS OF PROTECTION.



BRIDGE PLAN
STANDARD LIMITS OF PROTECTION FOR FRAME PROTECTION



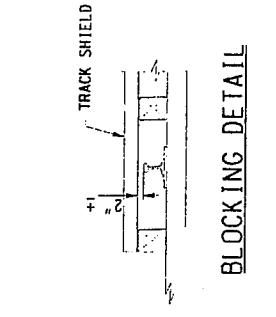
BRIDGE DECK CROSS SECTION
STANDARD LIMITS OF PROTECTION

* IF NO ACCESS ROAD, USE MIN. DIMENSION FROM OTHER SIDE



DEMOLITION FRAME
PROTECTION DETAILS

DATE: OCTOBER 17, 2007 SHEET: 2 OF 3



TREVIRA SPANBOND 1145 ENGINEERING FABRIC EACH SIDE OF TRACK (OR APPROVED EQUAL)

**TRACK SHIELD DETAIL
FOR DEBRIS FALLING FROM BRIDGE DECK REMOVAL
(WHEN TRACK TIME WINDOW IS AVAILABLE)**

NOTES:

1. A FLAG MAN IS REQUIRED AT ALL TIMES DURING THE USE OF A TRACK SHIELD.
2. THE TRACK SHIELD SHALL BE DESIGNED BY THE CONTRACTOR AND SHALL BE OF SUFFICIENT STRENGTH TO SUPPORT THE ANTICIPATED LOADS, INCLUDING IMPACT AND PUNCTURE. THE SHIELD SHALL PREVENT MATERIALS AND EQUIPMENT OR DEBRIS FROM FALLING ONTO THE RAILROAD TRACK. ADDITIONAL LAYERS OF MATERIALS SHALL BE FURNISHED AS NECESSARY TO PREVENT FINE MATERIALS OR DEBRIS FROM SIFTING DOWN UPON THE TRACK.
3. THE SHIELD SHALL BE PREFABRICATED AND FURNISHED WITH LIFTING HOOKS TO SIMPLIFY REMOVAL.
4. THE SHIELD SHALL BE OF SUFFICIENT STRENGTH TO SPAN BETWEEN IT'S SUPPORTS WITHOUT BEARING UPON THE RAILS AND TO WITHSTAND DROPPING RUBBLE.
5. BEFORE REMOVAL THE SHIELD SHALL BE CLEANED OF ALL DEBRIS AND FINE MATERIAL. GEOFABRIC SHALL LINE THE BALLAST SECTION TO PREVENT CONTAMINATION.
6. THE TRACK SHIELD SHALL EXTEND AT LEAST 20 FEET BEYOND THE LIMITS OF DEMOLITION TRANSVERSE TO THE EDGE OF THE BRIDGE.
7. LONGITUDINAL SUPPORT TIMBERS FOR THE SHIELD SHALL NOT EXTEND ABOVE THE TOP OF RAIL WHEN THE SHIELD IS REMOVED. BLOCKING FROM THE TOP OF RAIL TO THE BOTTOM OF THE SHIELD MAY BE ATTACHED TO THE SHIELD. REMAINING TIMBERS SHALL BE ANCHORED.
8. FOR TRAIN PASSAGE, THE RUBBLE SHALL BE REMOVED TO A MINIMUM OF 8'-6" FROM THE NEAREST RAIL AND TO AN ELEVATION NO HIGHER THAN THE TOP OF RAIL.
9. AT THE END OF THE DAY, THE RUBBLE SHALL BE REMOVED COMPLETELY TO A MINIMUM OF 10'-0" FROM THE NEAREST RAIL AND DOWN TO ORIGINAL GRADE. GEOFABRIC BARRIER SHALL BE USED TO PREVENT BALLAST CONTAMINATION BY FINE MATERIALS.
10. CARE SHALL BE TAKEN TO NOT PLACE METAL ACROSS THE TRACK RAILS. RAILROAD COMMUNICATION ARE SENT THROUGH THE RAILS AND WILL BE DISRUPTED BY A SHORT BETWEEN RAILS.
11. DETAILS SHOWN APPLY FOR TIMBER TIES. SPECIAL DETAILS ARE REQUIRED FOR CONCRETE TIES.



DEMOLITION TRACK SHIELD DETAIL

DATE: OCTOBER 17, 2007

SHEET: 3 OF 3

OVERPASS EXHIBIT "C-1"

**Agreement
Between
BNSF RAILWAY COMPANY
and the
CONTRACTOR**

BNSF RAILWAY COMPANY
Attention: Manager Public Projects

Railway File: _____
Agency Project: _____

Gentlemen:

The undersigned (hereinafter called, the "Contractor"), has entered into a contract (the "Contract") dated _____, 200_, [***Drafter's Note: Insert the date of the contract between the Agency and the Contractor here **] with _____ [**Drafter's Note: insert the name of the Agency here**] for the performance of certain work in connection with the following project:

_____. Performance of such work will necessarily require contractor to enter BNSF RAILWAY COMPANY ("Railway") right of way and property ("Railway Property"). The Contract provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for _____ [insert Agency name here] (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Contract, has agreed and does hereby agree with Railway as follows:

Section 1. RELEASE OF LIABILITY AND INDEMNITY

Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.** [Note to Drafter: Check with appropriate local counsel to ensure that the indemnity language is enforceable. In California, replace the word "INTENTIONAL" in the last sentence with the word "WILLFUL". Further, replace the word "GROSS" in the last sentence with the word "SOLE".]

THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL

EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE BOILER INSPECTION ACT, WHENEVER SO CLAIMED.

Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

Section 2. TERM

This Agreement is effective from the date of the Contract until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

Section 3. INSURANCE

Contractor must, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. Commercial General Liability insurance. This insurance must contain broad form contractual liability with a combined single limit of a minimum of \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000. Coverage must be purchased on a post 1998 ISO occurrence form or equivalent and include coverage for, but not limit to the following:

- ◆ Bodily Injury and Property Damage
- ◆ Personal Injury and Advertising Injury
- ◆ Fire legal liability
- ◆ Products and completed operations

This policy must also contain the following endorsements, which must be indicated on the certificate of insurance:

- ◆ It is agreed that any workers' compensation exclusion does not apply to **Railroad** payments related to the Federal Employers Liability Act or a **Railroad** Wage Continuation Program or similar programs and any payments made are deemed not to be either payments made or obligations assumed under any Workers Compensation, disability benefits, or unemployment compensation law or similar law.
- ◆ The definition of insured contract must be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ◆ Any exclusions related to the explosion, collapse and underground hazards must be removed.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy.

B. Business Automobile Insurance. This insurance must contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- ◆ Bodily injury and property damage
- ◆ Any and all vehicles owned, used or hired

- C. Workers Compensation and Employers Liability insurance including coverage for, but not limited to:
- ◆ _____'s statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
 - ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

D. Railroad Protective Liability insurance naming only the **Railroad** as the Insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 10 93 and include the following:

- ◆ Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
- ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
- ◆ Endorsed to remove any exclusion for punitive damages.
- ◆ No other endorsements restricting coverage may be added.
- ◆ The original policy must be provided to the **Railroad** prior to performing any work or services under this Agreement

Other Requirements:

All policies (applying to coverage listed above) must not contain an exclusion for punitive damages and certificates of insurance must reflect that no exclusion exists.

Contractor agrees to waive its right of recovery against **Railroad** for all claims and suits against **Railroad**. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against **Railroad** for all claims and suits. The certificate of insurance must reflect the waiver of subrogation endorsement. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against **Railroad** for loss of its owned or leased property or property under contractor's care, custody or control.

Contractor's insurance policies through policy endorsement, must include wording which states that the policy is primary and non-contributing with respect to any insurance carried by **Railroad**. The certificate of insurance must reflect that the above wording is included in evidenced policies.

All policy(ies) required above (excluding Workers Compensation and if applicable, Railroad Protective) must include a severability of interest endorsement and **Railroad** must be named as an additional insured with respect to work performed under this agreement. Severability of interest and naming **Railroad** as additional insured must be indicated on the certificate of insurance.

Contractor is not allowed to self-insure without the prior written consent of **Railroad**. If granted by **Railroad**, any deductible, self-insured retention or other financial responsibility for claims must be covered directly by contractor in lieu of insurance. Any and all **Railroad** liabilities that would otherwise, in accordance with the provisions of this **Agreement**, be covered by contractor's insurance will be covered as if contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing the Work, contractor must furnish to **Railroad** an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments and referencing the contract audit/folder number if available. The policy(ies) must contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify **Railroad** in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision must be indicated on the certificate of insurance. Upon request from **Railroad**, a certified duplicate original of any required policy must be furnished. Contractor should send the certificate(s) to the following address:

BNSF RISK MANAGEMENT
2500 Lou Menk Drive AOB-1

Fort Worth, TX 76131-2828
Fax: 817-352-7207

Any insurance policy must be written by a reputable insurance company acceptable to **Railroad** or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provide.

Contractor represents that this **Agreement** has been thoroughly reviewed by contractor's insurance agent(s)/broker(s), who have been instructed by contractor to procure the insurance coverage required by this **Agreement**. Allocated Loss Expense must be in addition to all policy limits for coverages referenced above.

Not more frequently than once every five years, **Railroad** may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by contractor, contractor must require that the subcontractor provide and maintain the insurance coverages set forth herein, naming **Railroad** as an additional insured, and requiring that the subcontractor release, defend and indemnify **Railroad** to the same extent and under the same terms and conditions as contractor is required to release, defend and indemnify **Railroad** herein.

Failure to provide evidence as required by this section will entitle, but not require, **Railroad** to terminate this **Agreement** immediately. Acceptance of a certificate that does not comply with this section will not operate as a waiver of contractor's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by contractor will not be deemed to release or diminish the liability of contractor including, without limitation, liability under the indemnity provisions of this **Agreement**. Damages recoverable by **Railroad** will not be limited by the amount of the required insurance coverage.

For purposes of this section, **Railroad** means "Burlington Northern Santa Fe Corporation", "BNSF RAILWAY COMPANY" and the subsidiaries, successors, assigns and affiliates of each.

Section 4. EXHIBIT "C" CONTRACTOR REQUIREMENTS

The Contractor must observe and comply with the provisions, obligations, requirements and limitations contained in the Contract and the Contractor Requirements set forth on Exhibit "C" attached to the Contract and this Agreement, including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site.

Section 5. TRAIN DELAY

Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.

For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.

Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these

arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.

The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. Damages for train delay for certain trains may be as high as \$50,000.00 per incident.

Contractor and its subcontractors must give Railway's representative (____) ____ weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.

Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.

Kindly acknowledge receipt of this letter by signing and returning to the Railway two original copies of this letter, which, upon execution by Railway, will constitute an Agreement between us.

(Contractor)

BNSF Railway Company

By: _____
Printed Name: _____
Title: _____

By: _____
Name: _____
Manager Public Projects

Contact Person: _____
Address _____

Accepted and effective this ____ day of 20__.

City: _____ State: _____ Zip: _____
Fax: _____
Phone: _____
E-mail: _____

EXHIBIT "C"
CONTRACTOR REQUIREMENTS

1.01 General

- **1.01.01** The Contractor must cooperate with **BNSF RAILWAY COMPANY**, hereinafter referred to as "Railway" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of _____.
- **1.01.02** The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1".
- **1.01.03** The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.
- **1.01.04** The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations.
- **1.01.05** The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA), and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.
- **1.01.06** The Contractor must notify the (Agency) at _____ and Railway's Manager Public Projects, telephone number () _____ at least thirty (30) calendar days before commencing any work on Railway Property. Contractors notification to Railway, must refer to Railroad's file _____.
- **1.01.07** For any falsework above any tracks or any excavations located, whichever is greater, within twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 1 ½ horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.
- **1.01.08** Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

1.02 Contractor Safety Orientation

- **1.02.01** No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site www.contractororientation.com. The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.

1.03 Railway Requirements

- **1.03.01** The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.
- **1.03.02** The Contractor must notify the Railway's Division Superintendent _____ at (_____) _____ and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.
- **1.03.03** The Contractor must abide by the following temporary clearances during construction:
 - 15' Horizontally from centerline of nearest track
 - 21'-6" Vertically above top of rail
 - 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
 - 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
 - 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
 - 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts
- **1.03.04** Upon completion of construction, the following clearances shall be maintained:
 - 25' Horizontally from centerline of nearest track
 - 23'-3 1/2" Vertically above top of rail
- **1.03.05** Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the (Agency) _____ and must not be undertaken until approved in writing by the Railway, and until the (Agency) _____ has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.
- **1.03.06** In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.
- **1.03.07** The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by (Agency) _____ for approval before work is undertaken and this work must not be undertaken until approved by the Railway.
- **1.03.08** At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Private Crossing Agreement" from the Railway prior to moving his equipment or materials across

the Railway tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be at the expense of the Contractor.

- **1.03.09** Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the Railway's Resource Operations Center at 1(800) 832-5452, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.
- **1.03.10** The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

1.04 Contractor Roadway Worker on Track Safety Program and Safety Action Plan

- **1.04.01** Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site www.contractororientation.com, which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.

1.05 Protection of Railway Facilities and Railway Flagger Services:

- **1.05.01** The Contractor must give Railway's Roadmaster (telephone _____) a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (i.e., bulletin the flagger's position). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Roadmaster five (5) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.
- **1.05.02** Unless determined otherwise by Railway's Project Representative, Railway flagger and protective services and devices will be required and furnished when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:
 - **1.05.02a** When in the opinion of the Railway's Representative it is necessary to safeguard Railway's Property, employees, trains, engines and facilities.
 - **1.05.02b** When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.
 - **1.05.02c** When work in any way interferes with the safe operation of trains at timetable speeds.
 - **1.05.02d** When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.

- **1.05.02e** Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.
- **1.05.03** Flagging services will be performed by qualified Railway flaggers.
- **1.05.03a** Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.
- **1.05.03b** Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.
- **1.05.03c** The cost of flagger services provided by the Railway, when deemed necessary by the Railway's representative, will be borne by the (Agency) _____. The estimated cost for one (1) flagger is \$600.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, transportation, meals, lodging and supervision. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. The flagging rate in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of flagging pursuant to this paragraph.
- **1.05.03d** The average train traffic on this route is _____ freight trains per 24-hour period at a timetable speed of _____ MPH and _____ passenger trains at a timetable speed of _____ MPH.

1.06 Contractor General Safety Requirements

- **1.06.01** Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.
- **1.06.02** Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).
- **1.06.03** Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.
- **1.06.04** When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railroad's representative in charge of the project must be notified. A minimum of two employees must be present at all times.
- **1.06.05** Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.
- **1.06.06** Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be

reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.

- **1.06.07** For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.
- **1.06.08** All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, www.contractororientation.com, however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railroad's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**
- **1.06.09** The Contractor must not pile or store any materials, machinery or equipment closer than 25'-0" to the center line of the nearest Railway track. Materials, machinery or equipment must not be stored or left within 250 feet of any highway/rail at-grade crossings, where storage of the same will interfere with the sight distances of motorists approaching the crossing. Prior to beginning work, the Contractor must establish a storage area with concurrence of the Railroad's representative.
- **1.06.10** Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)
- **1.06.11** Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.
- **1.06.12** All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

1.07 Excavation

- **1.07.01** Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact BNSF's Field Engineering Representative (_____). All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**
- **1.07.02** The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there

is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.

- **1.07.03** All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.
- **1.07.04** Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

1.08 Hazardous Waste, Substances and Material Reporting

- **1.08.01** If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery; (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties; and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

1.09 Personal Injury Reporting

- **1.09.01** The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury.

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

INFORMATION REQUIRED TO BE COLLECTED PURSUANT TO FEDERAL REGULATION. IT SHOULD BE USED FOR COMPLIANCE WITH FEDERAL REGULATIONS ONLY AND IS NOT INTENDED TO PRESUME ACCEPTANCE OF RESPONSIBILITY OR LIABILITY.

1. Accident City/St _____ 2. Date: _____ Time: _____
County: _____ 3. Temperature: _____ 4. Weather _____
(if non-Railway location)

5. Social Security # _____

6. Name (last, first, mi) _____

7. Address: Street: _____ City: _____ St: _____ Zip: _____

8. Date of Birth: _____ and/or Age _____ Gender: _____
(if available)

9. (a) Injury: _____ (b) Body Part: _____
(i.e. (a) Laceration (b) Hand)

11. Description of Accident (To include location, action, result, etc.): _____

12. Treatment:

- ? First Aid Only
- ? Required Medical Treatment
- ? Other Medical Treatment

13. Dr. Name _____ 30. Date: _____

14. Dr. Address:
Street: _____ City: _____ St: _____ Zip: _____

15. Hospital Name: _____

16. Hospital Address:
Street: _____ City: _____ St: _____ Zip: _____

17. Diagnosis: _____

**FAX TO
RAILWAY AT (817) 352-7595
AND COPY TO
RAILWAY ROADMASTER FAX**

Maintenance of Roadways

Effective: September 30, 1985

Revised: November 1, 1996

Beginning on the date that work begins on this project, the Contractor shall assume responsibility for normal maintenance of all existing roadways within the limits of the improvement. This normal maintenance shall include all repair work deemed necessary by the Engineer, but shall not include snow removal operations. Traffic control and protection for maintenance of roadways will be provided by the Contractor as required by the Engineer.

If items of work have not been provided in the contract, or otherwise specified for payment, such items, including the accompanying traffic control and protection required by the Engineer, will be paid for in accordance with Article 109.04 of the Standard Specifications.

STATUS OF UTILITIES TO BE ADJUSTED

Effective: January 30, 1987

Revised: July 1, 1994

Utility companies involved in this project have provided the following estimated dates:

<u>Name of Utility</u>	<u>Type</u>	<u>Location</u>	<u>Estimated Dates for Start and Completion of Relocation or Adjustments</u>
ComEd	electric	Overhead parallel to the west side of Maple Ave.	Relocation/adjustment anticipated by start of construction
NICOR-Gas	Gas	Gas main runs parallel to Pierce Street on the north side.	Relocation/adjustment not anticipated
City of Aurora	Water	Water main runs parallel to Wood Street south of the bridge. Water main also runs along Pierce Street and crosses Wood Street.	Relocation/adjustment of watermain is not anticipated. Replacement of fire hydrant adjacent to Wood Street is anticipated during construction.
City of Aurora	Sanitary	Sanitary line runs perpendicular to Wood Street under the bridge.	Relocation/adjustment not anticipated
AT&T (long distance)	Long distance	Not within project limits	
AT&T (distribution)	Distribution	Not within project limits	
AT&T (TCG)	TCG	Not within project limits	
Comcast	cable	Not within project limits	
MCI		Not within project limits	

The above represents the best information available to the Department and is included for the convenience of the bidder. The applicable portions of Articles 105.07 and 107.31 of the Standard Specifications shall apply.

TRAFFIC CONTROL PLAN

Effective: September 30, 1985

Revised: January 1, 2007

Traffic Control shall be according to the applicable sections of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", any special details and Highway Standards contained in the plans, and the Special Provisions contained herein.

Special attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.

The Contractor shall contact the District One Bureau of Traffic at least 72 hours in advance of beginning work.

STANDARDS:

701801-03 LANE CLOSURE MULTILANE 1W OR 2W CROSSWALK OR SIDEWALK CLOSURE

701901 TRAFFIC CONTROL DEVICES

DISTRICT ONE STANDARDS

TC 10 TRAFFIC CONTROL AND PROTECTION FOR SIDE ROADS, INTERSECTIONS, AND DRIVEWAYS

FINE AGGREGATE FOR HOT-MIX ASPHALT (HMA) (DISTRICT ONE)

Effective: May 1, 2007

Revise Article 1003.03 (c) to read:

"Gradation. The fine aggregate gradation for all HMA shall be FA1, FA 2, FA 20, or FA 21. When Reclaimed Asphalt Pavement (RAP) is incorporated in the HMA design, the use of FA 21 Gradation will not be permitted.

HOT MIX ASPHALT – DENSITY TESTING OF LONGITUDINAL JOINTS (D-1)

Effective: January 1, 2007

Revised: February 26, 2008

Description: This work shall consist of testing the density of longitudinal joints as part of the quality control / quality assurance (QC/QA) of hot-mix asphalt (HMA). This work shall be according to Section 1030 of the Standard Specifications except as follows.

Definitions:

Density Test Location: The station location used for density testing.

Density Test Site: Individual test site where a single density value is determined.

Density Reading: A single, one minute nuclear density reading.

Density Value: The density determined at a given density test site from the average of two "density readings".

Quality Control / Quality Assurance (QC/QA)

1030.05(d) (3) add the following paragraphs:

Longitudinal joint density testing shall be performed at each random "density test location". Longitudinal joint testing shall be located at a distance equal to the lift thickness, or a minimum of two inches, from each pavement edge. For Example, on a four inch HMA lift the near edge of the nuclear gauge or core barrel shall be within four inches from the edge of pavement. The remaining 3 density test sites shall be equally spaced between the two edge readings. Documentation shall indicate whether the joint was confined or unconfined.

The joint density value shall be determined using either a correlated nuclear gauge or cores. When using a correlated nuclear gauge, two "density readings" shall be taken at the given density test site. The gauge shall be rotated 180 degrees between "density readings". If the two "density readings" are not within 1.5 lb/cu ft (23 kg/cu m) then one additional "density reading" shall be taken. Additional "density readings" taken at a given site shall not be allowed to replace the original "density readings" unless an error has occurred (i.e. the nuclear gauge was sitting on debris).

1030.05(d) (4) Replace the density control limits table with the following:

DENSITY CONTROL LIMITS			
Mixture Composition	Parameter	Individual Test ^{2/}	Minimum Joint Density Value
IL-9.5, IL-12.5	Ndesign ≥ 90	92.0 – 96.0 %	90.0 %
IL-9.5, IL-9.5L, IL-12.5	Ndesign < 90	92.5 – 97.4 %	90.0 %
IL-19.0, IL-25.0	Ndesign ≥ 90	93.0 – 96.0 %	90.0 %
IL-19.0, IL-19.0L, IL-25.0	Ndesign < 90	93.0 – 97.4 %	90.0 %
All Other	Ndesign = 30	93.0 ^{1/} - 97.4 %	90.0 %

1/ 92.0 % when placed as first lift on an unimproved subgrade.

2/ "Density values" shall meet the "Individual Test" density control limits specified herein.

USE OF RAP (DIST 1)

Effective: January 1, 2007

Revised: August 1, 2008

In Article 1030.02(g), delete the last sentence of the first paragraph in (Note 2).

Revise Section 1031 of the Standard Specifications to read:

"SECTION 1031. RECLAIMED ASPHALT PAVEMENT

1031.01 Description. Reclaimed asphalt pavement (RAP) is reclaimed asphalt pavement resulting from cold milling or crushing of an existing dense graded hot-mix asphalt (HMA) pavement. The Contractor shall supply written documentation that the RAP originated from routes or airfields under federal, state, or local agency jurisdiction. The contractor can also request that a processed pile be tested by the Department to determine the aggregate quality.

1031.02 Stockpiles. The Contractor shall construct individual, sealed RAP stockpiles meeting one of the following definitions. No additional RAP shall be added to the pile after the pile has been sealed. Stockpiles shall be sufficiently separated to prevent intermingling at the base. Stockpiles shall be identified by signs indicating the type and size as listed below (i.e. "Homogenous Surface").

Prior to milling or removal of an HMA pavement, the Contractor shall request the District to provide verification of the quality of the RAP to clarify appropriate stockpile.

- (a) Homogeneous. Homogeneous RAP stockpiles shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures and represent: 1) the same aggregate quality, but shall be at least C quality; 2) the same type of crushed aggregate (either crushed natural aggregate, ACBF slag, or steel slag); 3) similar gradation; and 4) similar asphalt binder content. If approved by the Engineer, combined single pass surface/binder millings may be considered "homogenous" with a quality rating dictated by the lowest coarse aggregate quality present in the mixture.
- (b) Conglomerate 5/8. Conglomerate 5/8 RAP stockpiles shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate 5/8 RAP shall be processed prior to testing by crushing to where all RAP shall pass the 5/8 in. (16 mm) or smaller screen. Conglomerate 5/8 RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (c) Conglomerate 3/8. Conglomerate 3/8 RAP stockpiles shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least B quality. This RAP may have an

inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate 3/8 RAP shall be processed prior to testing by crushing to where all RAP shall pass the 3/8 in (9.5mm) or smaller screen. Conglomerate 3/8 RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.

- (d) Conglomerate Variable Size. Conglomerate variable size RAP shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least B quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate variable size RAP shall be processed prior to testing by crushing and screening to where all RAP is separated into various sizes. All the conglomerate variable size RAP shall pass the 3/4 in. (19mm) screen and shall be a minimum of two sizes. Conglomerate variable size RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (e) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP from Class I, Superpave (High or Low ESAL), HMA (High or Low Esal), or equivalent mixtures. The coarse aggregate in this RAP may be crushed or round but shall be at least D quality. This RAP may have an inconsistent gradation and/or asphalt binder content. Conglomerate DQ Rap stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (f) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

RAP containing contaminants, such as earth, brick, sand, concrete, sheet asphalt, bituminous surface treatment (i.e. chip seal), pavement fabric, joint sealants, etc., will be unacceptable unless the contaminants are removed to the satisfaction of the Engineer. Sheet asphalt shall be stockpiled separately.

1031.03 Testing. When used in HMA, the RAP shall be sampled and tested either during or after stockpiling.

For testing during stockpiling, washed extraction samples shall be run at the minimum frequency of one sample per 500 tons (450 metric tons) for the first 2000 tons (1800 metric tons) and one sample per 2000 tons (1800 metric tons) thereafter. A minimum of five tests shall be required for stockpiles less than 4000 tons (3600 metric tons).

For testing after stockpiling, the Contractor shall submit a plan for approval to the District proposing a satisfactory method of sampling and testing the RAP pile either in-situ or by restockpiling. The sampling plan shall meet the minimum frequency required above and detail the procedure used to obtain representative samples throughout the pile for testing.

Before extraction, each field sample shall be split to obtain two samples of test sample size. One of the two test samples from the final split shall be labeled and stored for Department use. The Contractor shall extract the other test sample according to Department procedure. The Engineer reserves the

right to test any sample (split or Department-taken) to verify Contractor test results.

- (a) Testing Conglomerate 3/8 and Conglomerate Variable Size. In addition to the requirements above, conglomerate 3/8 and variable size RAP shall be tested for maximum theoretical specific gravity (G_{mm}) at a frequency of one sample per 500 tons (450 metric tons) for the first 2000 tons (1800 metric tons) and one sample per 2000 tons (1800 metric tons) thereafter. A minimum of five tests shall be required for stockpiles less than 4000 tons (3600 metric tons).
- (b) Evaluation of Test Results. All of the extraction results shall be compiled and averaged for asphalt binder content and gradation and, when applicable G_{mm} . Individual extraction test results, when compared to the averages, will be accepted if within the tolerances listed below.

Parameter	Homogeneous/ Conglomerate	Conglomerate "D" Quality
1 in. (25 mm)		± 5 %
3/4 in. (19mm)		
1/2 in. (12.5mm)	± 8 %	± 15 %
No. 4 (4.75 mm)	± 6 %	± 13 %
No. 8 (2.36 mm)	±5 %	
No. 16 (1.18 mm)		± 15 %
No. 30 (600 μm)	± 5. %	
No. 200 (75 μm)	± 2.0 %	± 4.0 %
Asphalt Binder	± 0.4 % ^{1/}	± 0.5 %
G_{mm}	±0.02 % ^{2/}	
G_{mm}	±0.03 % ^{3/}	

1/ The tolerance for conglomerate 3/8 shall be ± 0.3 %.

2/ Applies only to conglomerate 3/8. When variation of the G_{mm} exceeds the ± 0.02 % tolerance, a new conglomerate 3/8 stockpile shall be created which will also require an additional mix design.

3/ Applies only to conglomerate variable size. When variation of the G_{mm} exceeds the ± 0.03 tolerance, a new conglomerate variable size stockpile shall be created which will also require an additional mix design.

If more than 20 percent of the individual sieves are out of the gradation tolerances, or if more than 20 percent of the asphalt binder content test results fall outside the appropriate tolerances, the RAP shall not be used in HMA unless the RAP representing the failing tests is removed from the stockpile. All test data and acceptance ranges shall be sent to the District for evaluation.

With the approval of the Engineer, the ignition oven may be substituted for extractions according to the Illinois Test Procedure, "Calibration of the Ignition Oven for the Purpose of Characterizing Reclaimed Asphalt Pavement (RAP)".

1031.04 Quality Designation of Aggregate in RAP. The quality of the RAP shall be set by the lowest quality of coarse aggregate in the RAP stockpile and are designated as follows.

- (a) RAP from Class I, Superpave (High ESAL), or HMA (High ESAL) surface mixtures are designated as containing Class B quality coarse aggregate.
- (b) RAP from Superpave (Low ESAL)/HMA (Low ESAL) IL-19.0L binder and IL-9.5L surface mixtures are designated as Class D quality coarse aggregate.
- (c) RAP from Class I, Superpave (High ESAL), or HMA (High ESAL) binder mixtures, bituminous base course mixtures, and bituminous base course widening mixtures are designated as containing Class C quality coarse aggregate.
- (d) RAP from bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.

1031.05 Use of RAP in HMA. The use of RAP in HMA shall be as follows.

- (a) Coarse Aggregate Size. The coarse aggregate in all RAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.
- (b) Steel Slag Stockpiles. RAP stockpiles containing steel slag or other expansive material, as determined by the Department, shall be homogeneous and will be approved for use in HMA (High ESAL and Low ESAL) surface mixtures only.
- (c) Use in HMA Surface Mixtures (High and Low ESAL). RAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall be either homogeneous or conglomerate 3/8 or variable size in which the coarse aggregate is Class B quality or better.
- (d) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. RAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be homogeneous, conglomerate 5/8, or conglomerate 3/8, conglomerate variable size, in which the coarse aggregate is Class C quality or better.
- (e) Use in Shoulders and Subbase. RAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be homogeneous, conglomerate 5/8, conglomerate 3/8, conglomerate variable size, or conglomerate DQ.
- (f) The use of RAP shall be a contractor's option when constructing HMA in all contracts. When the contractor chooses the RAP option, the percentage of RAP shall not exceed the amounts indicated in the table for a given N Design.

Max Mix Rap Percentage

HMA Mixtures 1/3"		Maximum % Rap	
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified
30	30/40 ^{2/}	30	10
50	25/40 ^{2/}	15/25 ^{2/}	10
70	25/30 ^{2/}	10/20 ^{2/}	10
90	10/15 ^{2/}	10/15 ^{2/}	10
105	10/15 ^{2/}	10/15 ^{2/}	10

1/ For HMA Shoulder and Stabilized Sub-Base (HMA) N-30, the amount of RAP shall not exceed 50% of the mixture.

2/ Value of Max % RAP If 3/8 Rap or conglomerate variable size RAP is utilized.

3/ When RAP exceeds 20%, and used in an overlay and AC shall be PG 58-22. When used in full depth HMA, base course, shoulders, or stab subbase the AC shall be PG58-28.

1031.06 HMA Mix Designs. At the Contractor's option, HMA mixtures may be constructed utilizing RAP material meeting the above detailed requirements.

RAP designs shall be submitted for volumetric verification. If additional RAP stockpiles are tested and found that no more than 20 percent of the results, as defined under "Testing" herein, are outside of the control tolerances set for the original RAP stockpile and HMA mix design, and meets all of the requirements herein, the additional RAP stockpiles may be used in the original mix design at the percent previously verified.

1031.07 HMA Production. The coarse aggregate in all RAP used shall be equal to or less than the nominal maximum size requirement for the HMA mixture being produced.

To remove or reduce agglomerated material, a scalping screen, crushing unit, or comparable sizing device approved by the Engineer shall be used in the RAP feed system to remove or reduce oversized material. If material passing the sizing device adversely affects the mix production or quality of the mix, the sizing device shall be set at a size specified by the Engineer.

If the RAP control tolerances or QC/QA test results require corrective action, the Contractor shall cease production of the mixture containing RAP and either switch to the virgin aggregate design or submit a new RAP design. When producing mixtures containing conglomerate 3/8 or conglomerate variable size RAP, a positive dust control system shall be utilized.

HMA plants utilizing RAP shall be capable of automatically recording and printing the following information.

(a) Drier Drum Plants

(1) Date, month, year, and time to the nearest minute for each print.

(2) HMA Mix number assigned by the Department

(3) Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton)

(4) Accumulated dry weight of RAP in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton)

(5) Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.

(6) Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.

(7) Residual asphalt binder in the RAP material (per size) as a percent of the total mix to the nearest 0.1 unit.

(8) Aggregate and RAP moisture compensators in percent as set on the control panel (Required when accumulated or individual aggregate and RAP are printed in wet condition).

(b) Batch Plants

(1) Date, month, year, and time to the nearest minute for each print.

(2) HMA mix number assigned by the Department.

(3) Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram)

(4) Mineral filler weight to the nearest pound (kilogram).

(5) Individual RAP Aggregate weight to the nearest pound (kilogram).

(6) Virgin asphalt binder weight to the nearest pound (kilogram)

(7) Residual asphalt binder of each RAP size material as a percent of the total mix to the nearest 0.1 percent.

The printouts shall be maintained in a file at the plant for a minimum of one year or as directed by the Engineer and shall be made available upon request. The printing system will be inspected by the Engineer prior to production and verified at the beginning of each construction season thereafter.

1031.08 RAP in Aggregate Surface Course and Aggregate Shoulders. The use of RAP in aggregate surface course and aggregate shoulders shall be as follows.

(a) Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except "Other". The testing requirements of Article 1031.03 shall not apply.

(b) Gradation. One hundred percent of the RAP material shall pass the 1 1/2 in. (37.5 mm) sieve. The RAP material shall be reasonably well graded from coarse to fine. RAP material that is gap-graded or single sized will not be accepted."

TEMPERATURE CONTROL FOR CONCRETE PLACEMENT (DISTRICT ONE)
Effective: May 1, 2007

Delete the second and third sentences of the second paragraph of Article 1020.14(a) of the Standard Specifications.

PERMANENT STEEL SHEET PILING

Effective: December 15, 1993

Revised: January 1, 2007

Description. This work shall consist of furnishing and installing the permanent sheet piling to the limits and tolerances shown on the plans according to Section 512 of the Standard Specifications.

Material. The sheet piling shall be made of steel and shall be new material. The sheeting shall have a minimum yield strength of 38.5 ksi (265 MPa) unless otherwise specified. The sheeting shall be identifiable and in good condition free of bends and other structural defects. The Contractor shall furnish a copy of the published sheet pile section properties to the Engineer for verification purposes. The Engineer's approval will be required prior to driving any sheeting. All driven sheeting not approved by the Engineer shall be removed at the Contractor's expense.

The Contractor shall select from the following table, a sheet pile section to be used for each wall section with an "effective section modulus" equal to or larger than that specified on the plans.

SHEET PILE SECTION DESIGNATION	EFFECTIVE SECTION MODULUS * in ³ /ft. (10 ³ mm ³ /m)	SHEET PILE SECTION DESIGNATION	EFFECTIVE SECTION MODULUS * in ³ /ft. (10 ³ mm ³ /m)
SZ-10	3.5 (189)	SZ-22	13.5 (728)
SZ-11	4.0 (216)	SPZ-23.5	13.6 (729)
SZ-12	5.1 (277)	PZ-22	15.3 (823)
SZ-14	6.2 (331)	SZ-222	18.0 (968)
CZ-67	6.5 (349)	SZ-24	19.9 (1072)
SZ-15	6.6 (356)	CZ-114RD	20.1 (1082)
CZ-72	7.3 (393)	PZC-13	20.4 (1098)
SZ-14.5	8.3 (445)	SZ-25	20.5 (1105)
SPZ-16	8.4 (452)	PLZ-23	20.7 (1113)
CZ-84	8.9 (480)	SPZ-23	21.4 (1153)
CZ-95RD	10.2 (550)	CZ-114	21.7 (1165)
CZ-95	10.5 (566)	SZ-27	22.4 (1206)
SZ-18	10.9 (588)	PLZ-25	23.0 (1236)
SPZ-19.5	11.2 (604)	SPZ-26	24.4 (1311)
CZ-101	11.3 (609)	CZ-128	24.8 (1332)
SZ-20	12.0 (648)	PZ-27	25.5 (1371)
CZ-107	12.1 (653)	CZ-141	27.9 (1497)
SZ-21	12.5 (674)	PZC-18	28.3 (1520)
SPZ-22	12.7 (682)	CZ-148	29.4 (1581)
CZ-113	12.9 (695)	PZ-35	43.6 (2344)
		PZ-40	54.6 (2932)

* Effective Section Modulus is computed by taking the effects of corrosion loss allowances and the Hartman reduction factor.

The selection of the sheet pile section shall not relieve the Contractor of the responsibility to satisfy all details including minimum clearances, cover, embedments, reinforcement, shear stud locations,

interlocking, and field cutting. Any modifications of the plans to accommodate the Contractor's selection shall be paid for by the Contractor and subject to the approval of the Engineer.

Construction. The Contractor shall verify locations of all underground utilities before driving any sheet piling. Any disturbance or damage to existing structures, utilities or other property, caused by the Contractor's operation, shall be repaired by the Contractor in a manner satisfactory to the Engineer at no additional cost to the Department. The Contractor shall be responsible for determining the appropriate equipment necessary to drive the sheeting to the tip elevation(s) specified on the plans or according to the Contractor's approved design. The sheet piling shall be driven, as a minimum, to the tip elevation(s) specified, prior to commencing any related construction. If unable to reach the minimum tip elevation, the adequacy of the sheet piling design will require re-evaluation by the Department prior to allowing construction adjacent to the sheet piling in question.

Method of Measurement. This work will be measured in place in square feet (square meters). Sheet piling associated with other work in this contract or for permanent sheet piling that is cut off or driven beyond those dimensions shown on the plans will not be measured for payment.

Basis of Payment. This work will be paid for at the contract unit price per square foot (square meter) for PERMANENT STEEL SHEET PILING at the location shown on the plans.

CLEANING AND PAINTING NEW METAL STRUCTURES

Effective Date: September 13, 1994

Revised Date: January 1, 2007

Description. The material and construction requirements that apply to cleaning and painting new structural steel shall be according to the applicable portion of Sections 506 of the Standard Specifications except as modified herein. The three coat paint system shall be the system as specified on the plans and as defined herein.

Materials. All materials to be used on an individual structure shall be produced by the same manufacturer. The Bureau of Materials and Physical Research has established a list of all products that have met preliminary requirements. Each batch of material must be tested and approved by that bureau before use.

The paint materials shall meet the requirements of the following articles of the Standard Specification:

<u>Item</u>	<u>Article</u>
(a) Inorganic Zinc-Rich Primer	1008.02
(b) Waterborne Acrylic	1008.04
(c) Aluminum Epoxy Mastic	1008.03
(d) Organic Zinc-Rich Primer (Note 1)	
(e) Epoxy Intermediate (Note 1)	
(f) Aliphatic Urethane (Note 1)	

Note 1: These material requirements shall be according to the Special Provision for the Organic Zinc-Rich Paint System.

Submittals. At least 30 days prior to beginning field painting, the Contractor shall submit for the Engineer's review and acceptance, the following applicable plans, certifications and information for completing the field work. Field painting can not proceed until the submittals are accepted by the Engineer. Qualifications, certifications and QC plans for shop cleaning and painting shall be available for review by the QA Inspector.

- a) Contractor/Personnel Qualifications. Except for miscellaneous steel items such as bearings, side retainers, expansion joint devices, and other items allowed by the Engineer, or unless stated otherwise in the contract, the shop painting Contractors shall be certified to perform the work as follows: the shop painting Contractor shall possess AISC Sophisticated Paint Endorsement or SSPC-QP3 certification. Evidence of current qualifications shall be provided.

Personnel managing the shop and field Quality Control program(s) for this work shall possess a minimum classification as a National Association of Corrosion Engineers (NACE) Coating Inspector Technician, or shall provide evidence of successful inspection of 3 projects of similar or greater complexity and scope that have been completed in the last 2 years. Copies of the certification and/or experience shall be provided.

The personnel performing the QC tests for this work shall be trained in coatings inspection and the use of the testing instruments. Documentation of training shall be provided.

- b) Quality Control (QC) Program. The shop and field QC Programs shall identify the following; the instrumentation that will be used, a schedule of required measurements and observations, procedures for correcting unacceptable work, and procedures for improving surface preparation and painting quality as a result of quality control findings. The field program shall incorporate the IDOT Quality Control Daily Report form, as supplied by the Engineer.
- c) Field Cleaning and Painting Inspection Access Plan. The inspection access plan for use by Contractor QC personnel for ongoing inspections and by the Engineer during Quality Assurance (QA) observations.
- d) Surface Preparation/Painting Plan. The surface preparation/painting plan shall include the methods of surface preparation and type of equipment to be utilized for solvent cleaning, abrasive blast cleaning, washing, and power tool cleaning. The plan shall include the manufacturer's names of the materials that will be used, including Product Data Sheets and Material Safety Data Sheets (MSDS).

A letter or written instructions from the coating manufacturer shall be included, indicating the required drying time for each coat at the minimum, normal, and maximum application temperatures before the coating can be exposed to temperatures or moisture conditions that are outside of the published application parameters.

Field Quality Control (QC) Inspections. The Contractor shall perform first line, in process QC inspections of each phase of the work. The Contractor shall implement the submitted and accepted QC Program to insure that the work accomplished complies with these specifications. The Contractor shall use the IDOT Quality Control Daily Report form supplied by the Engineer to record the results of quality control tests. The completed reports shall be turned into the Engineer before work resumes the following day.

The Contractor shall have available at the shop or on the field site, all of the necessary inspection and testing equipment. The equipment shall be available for the Engineer's use when requested.

Field Quality Assurance (QA) Observations. The Engineer will conduct QA observations of any or all phases of the work. The Engineer's observations in no way relieve the Contractor of the responsibility to provide all necessary daily QC inspections of his/her own and to comply with all requirements of this Specification.

The Engineer has the right to reject any work that was performed without adequate provision for QA observations.

The Engineer will issue a Non-Conformance Report when cleaning and painting work is found to be in violation of the specification requirements, and is not corrected to bring it into compliance before proceeding with the next phase of work.

Inspection Access and Lighting. The Contractor shall facilitate the Engineer's observations as required, including allowing ample time to view the work. The Contractor shall furnish, erect and move scaffolding or other mechanical equipment to permit close observation of all surfaces to be cleaned and painted. This equipment shall be provided during all phases of the work. Examples of acceptable access structures include:

- Mechanical lifting equipment, such as, scissor trucks, hydraulic booms, etc.
- Platforms suspended from the structure comprised of trusses or other stiff supporting members and including rails and kick boards.
- Simple catenary supports are permitted only if independent life lines for attaching a fall arrest system according to Occupational Safety and Health Administration (OSHA) regulations are provided.

When the surface to be inspected is more than 6 ft. (1.8 m) above the ground or water surface, the Contractor shall provide the Engineer with a safety harness and a lifeline according to OSHA regulations. The lifeline and attachment shall not direct the fall into oncoming traffic. The Contractor shall provide a method of attaching the lifeline to the structure independent of the inspection facility or any support of the platform. When the inspection facility is more than 2 1/2 ft. (800 mm) above the ground, the Contractor shall provide an approved means of access onto the platform.

The Contractor shall provide artificial lighting in areas where natural light is inadequate, as determined by the Engineer, to allow proper cleaning, inspection, and painting. Illumination for inspection shall be at least 30 foot candles (325 LUX). Illumination for cleaning and painting, including the working platforms, access, and entryways shall be at least 20 foot candles (215 LUX).

Construction Requirements. The Contractor shall be responsible for any damage caused to persons, vehicles, or property, except as indemnified by the Response Action Contractor Indemnification Act. Whenever the intended purposes of the protective devices are not being accomplished, as determined by the Engineer, work shall be immediately suspended until corrections are made. Painted surfaces damaged by any Contractor's operation shall be removed and repainted, as directed by the Engineer, at the Contractor's expense.

The Contractor shall comply with the provisions of the Illinois Environmental Protection Act. Paint drips, spills, and overspray are not permitted to escape into the air or onto any other surfaces or surrounding property not intended to be painted. Containment shall be used to control paint drips, spills, and overspray, and shall be dropped and all equipment secured when sustained wind speeds of 40 mph (64 kph) or greater occur, unless the containment design necessitates action at lower wind speeds. The contractor shall evaluate project-specific conditions to determine the specific type and extent of containment needed to control the paint emissions and shall submit a plan for containing or controlling paint debris (droplets, spills, overspray, etc.) to the Engineer for approval prior to starting the work. Approval shall not relieve the Contractor of their ultimate responsibility for controlling paint debris from escaping the work zone.

Surface and Weather Conditions. Surfaces to be painted after cleaning shall remain free of moisture and other contaminants. The Contractor shall control his/her operations to insure that dust, dirt, or moisture does not come in contact with surfaces cleaned or painted that day.

The surface temperature shall be at least 5°F (3°C) above the dew point during final surface preparation operations. The paint manufacturers' published literature shall be followed for specific temperature, dew point, and humidity restrictions during the application of each coat.

The Contractor shall monitor temperature, dew point, and humidity every 4 hours during surface preparation and coating application in the specific areas where the work is being performed. The frequency of monitoring shall increase if weather conditions are changing. The Engineer has the right to reject any work that was performed under unfavorable weather conditions. Rejected work shall be removed, recleaned, and repainted at the Contractor's expense.

Seasonal Restrictions on Field Cleaning and Painting. Field cleaning and painting work shall be accomplished between April 15 and October 31 unless authorized otherwise by the Engineer in writing.

Inorganic Zinc-rich/ Waterborne Acrylic Paint system. This system shall be for shop and field application of the coating system, shop application of the intermediate and top coats will not be allowed.

In the shop, all structural steel designated to be painted shall be given one coat of inorganic zinc rich primer. In the field, before the application of the intermediate coat, the prime coat and any newly installed fasteners shall be spot solvent cleaned per SSPC-SP 1 and all surfaces pressure washed to remove dirt, oil, lubricants, oxidation products, and foreign substances. Washing shall involve the use of potable water at a pressure between 1000 psi (7 MPa) and 5000 psi (34 MPa) and according to "Low Pressure Water Cleaning" of SSPC-SP12. Paint spray equipment shall not be used to perform the water cleaning. All damaged shop primed areas shall then be spot cleaned per SSPC-SP3 and spot primed with aluminum epoxy mastic. The structural steel shall then receive one full intermediate coat and one full topcoat of waterborne acrylic paint.

a) Paint drips, spills, and overspray must be controlled. If containment is used to control paint drips, spills, and overspray, the containment shall be dropped and all equipment secured when sustained wind speeds of 40 mph (64 kph) or greater occur. When the protective coverings need to be attached to the structure, they shall be attached by bolting, clamping, or similar means. Welding or drilling into the structure is prohibited unless approved by the Engineer in writing.

b) Coating Dry Film Thickness (dft), measured according to SSPC-PA2:
Zinc Primer: 3 mils (75 microns) min., 6 mils (150 microns) max.
Epoxy Mastic: 5 mils (125 microns) min., 7 mils (180 microns) max.
Intermediate Coat: 2 mils (50 microns) min., 4 mils (100 microns) max.
Topcoat: 2 mils (50 microns) min., 4 mils (100 microns) max.

The total dry film thickness, excluding the spot areas touched up with epoxy mastic, shall be between 7 and 14 mils (180 and 355 microns).

- c) The pressure washing requirement above may be waived if the QC and QA Inspectors verify the primed surfaces have not been contaminated.
- d) Damage to the paint system shall be spot cleaned using SSPC-SP3. The cleaned areas shall be spot painted with a penetrating sealer as recommended by the manufacturer, which shall overlap onto the existing topcoat. Then the aluminum epoxy mastic shall be spot applied not to go beyond the area painted with the sealer. The acrylic intermediate and topcoat shall be spot applied to the mastic with at least a 6 inch (150 mm) overlap onto the existing topcoat.

Organic Zinc-Rich/ Epoxy/ Urethane Paint System. This system shall be for full shop application of the coating system, all contact surfaces shall be masked off prior to application of the intermediate and top coats.

Additional Surface Preparation. In addition to the requirements of Section 3.2.9 of the AASHTO/AWS D1.5/D1.5:2002 Bridge Welding Code (breaking thermal cut corners of stress carrying members), rolled and thermal cut corners to be painted with organic zinc primer shall be broken if they are sharper than a 1/16 in. (1.5 mm) radius. Corners shall be broken by a single pass of a grinder or other suitable device at a 45 degree angle to each adjoining surface prior to final blast cleaning, so the resulting corner approximates a 1/16 in. (1.5 mm) or larger radius after blasting. Surface anomalies (burrs, fins, deformations) shall also be treated to meet this criteria before priming.

In the shop, all structural steel designated to be painted shall be given one coat of organic zinc rich primer. Before the application of the intermediate coat, the prime coat and any newly installed fasteners shall be spot solvent cleaned per SSPC-SP 1 and all surfaces pressure washed to remove dirt, oil, lubricants, oxidation products, and foreign substances. Washing shall involve the use of potable water at a pressure between 1000 psi (7 MPa) and 5000 psi (34 MPa) and according to "Low Pressure Water Cleaning" of SSPC-SP12. Paint spray equipment shall not be used to perform the water cleaning. All damaged shop primed areas shall then be spot cleaned per SSPC-SP3, and the structural steel shall then receive one full intermediate coat of epoxy and one full topcoat of aliphatic urethane.

- (a) Paint drips, spills, and overspray must be controlled. If containment is used to control paint drips, spills, and overspray, the containment shall be dropped and all equipment secured when sustained wind speeds of 40 mph (64 kph) or greater occur. When the protective coverings need to be attached to the structure, they shall be attached by bolting, clamping, or similar means. Welding or drilling into the structure is prohibited unless approved by the Engineer in writing.
- (b) Coating Dry Film Thickness (dft), measured according to SSPC-PA2:
 - Organic Zinc-Rich Primer: 3 mils (75 microns) min., 5 mils (125 microns) max.
 - Aluminum Epoxy Mastic: 5 mils (125 microns) min., 7 mils (180 microns) max.

Epoxy Intermediate Coat: 3 mils (75 microns) min., 6 mils (150 microns) max.
Aliphatic Urethane Top Coat: 2.5 mils (65 microns) min., 4 mils (100 microns) max.

- (c) The total dry film thickness, excluding the spot areas touched up with epoxy mastic, shall be between 8.5 and 15 mils (215 and 375 microns).
- (d) When specified on the plans or as requested by the Contractor, and approved by the Engineer, the epoxy intermediate and aliphatic urethane top coats shall be applied in the shop. All faying surfaces of field connections shall be masked off after priming and shall not receive the intermediate or top coats in the shop. The intermediate and top coats for field connections shall be applied, in the field, after erection of the structural steel is completed. The pressure washing requirement above may be waived if the QC and QA Inspectors verify the primed surfaces have not been contaminated.
- (e) Erection and handling damage to the shop applied system shall be spot cleaned using SSPC-SP3. The surrounding coating at each repair location shall be feathered for a minimum distance of 1 1/2 in. (40 mm) to achieve a smooth transition between the prepared areas and the existing coating. The existing coating in the feathered area shall be roughened to insure proper adhesion of the repair coats. The areas cleaned to bare metal shall be spot painted with aluminum epoxy mastic. The intermediate and finish coat shall be spot applied to with at least a 6 inch (150 mm) overlap onto the existing finish coat.

Aluminum Epoxy Mastic/ Waterborne Acrylic Paint system. This system shall be for shop or field application of the entire coating system.

Before priming with aluminum epoxy mastic the steel the surfaces to be primed shall be prepared according to SSPC SP6 for Commercial Blast Cleaning. In the field, before the application of the intermediate coat, the prime coat and any newly installed fasteners shall be spot solvent cleaned per SSPC-SP 1 and all surfaces pressure washed to remove dirt, oil, lubricants, oxidation products, and foreign substances. Washing shall involve the use of potable water at a pressure between 1000 psi (7 MPa) and 5000 psi (34 MPa) and according to "Low Pressure Water Cleaning" of SSPC-SP12. Paint spray equipment shall not be used to perform the water cleaning. All damaged shop primed areas shall then be spot cleaned per SSPC-SP3 and spot primed with aluminum epoxy mastic. The structural steel shall then receive one full intermediate coat of aluminum epoxy mastic and one full topcoat of waterborne acrylic paint.

- d) Paint drips, spills, and overspray must be controlled. If containment is used to control paint drips, spills, and overspray, the containment shall be dropped and all equipment secured when sustained wind speeds of 40 mph (64 kph) or greater occur. When the protective coverings need to be attached to the structure, they shall be attached by bolting, clamping, or similar means. Welding or drilling into the structure is prohibited unless approved by the Engineer in writing.
- e) Coating Dry Film Thickness (dft), measured according to SSPC-PA2:
Epoxy Mastic Primer: 5 mils (125 microns) min., 7 mils (180 microns) max.
Epoxy Mastic Intermediate Coat: 5 mils (125 microns) min., 7 mils (180 microns) max.

Acrylic Topcoat: 2 mils (50 microns) min., 4 mils (100 microns) max.

The total dry film thickness, excluding the spot areas touched up with epoxy mastic, shall be between 12 and 18 mils (300 and 460 microns).

- f) The pressure washing requirement above may be waived if the QC and QA Inspectors verify the primed surfaces have not been contaminated.
- d) Damage to the paint system shall be spot cleaned using SSPC-SP3. The cleaned areas shall be spot painted with a penetrating sealer as recommended by the manufacturer, which shall overlap onto the existing topcoat. Then the aluminum epoxy mastic shall be spot applied not to go beyond the area painted with the sealer. The acrylic topcoat shall be spot applied to the mastic with at least a 6 inch (150 mm) overlap onto the existing topcoat.

The paint manufacturer's product data sheets shall be available for QA review in the shop and submitted to the Engineer prior to start of field work and the requirements as outlined in the data sheets shall be followed.

Special Instructions.

Painting Date/System Code. At the completion of the work, the Contractor shall stencil in contrasting color paint the date of painting the bridge, the painting Contractors name, and the paint type code from the Structure Information and Procedure Manual for the system used. The letters shall be capitals, not less than 2 in. (50 mm) and not more than 3 in. (75 mm) in height.

The stencil shall contain the following wording "PAINTED BY (insert the name of the painting Contractor)" and shall show the month and year in which the painting was completed, followed by "CODE S" for the Inorganic Zinc/ Acrylic System, "CODE X" for the Organic Zinc/ Epoxy/ Urethane System, "CODE AB" for the Organic Zinc/ Epoxy/ Urethane System (shop applied), and "CODE U" for the Aluminum Epoxy Mastic/ Acrylic System all stenciled on successive lines. This information shall be stenciled on the cover plate of a truss end post near the top of the railing, or on the outside face of an outside stringer near both ends of the bridge facing traffic, or at some equally visible surface designated by the Engineer.

Method of Measurement. Shop cleaning and painting new structures will not be measured for payment. Field cleaning and painting will not be measured for payment except when performed under a contract that contains a separate pay item for this work.

Basis of Payment. This work will be paid for according to Article 506.07.

MECHANICALLY STABILIZED EARTH RETAINING WALLS

Effective: February 3, 1999

Revised: January 15, 2008

Description. This work shall consist of preparing the design, furnishing the materials, and constructing the mechanically stabilized earth (MSE) retaining wall to the lines, grades and dimensions shown in the contract plans and as directed by the Engineer.

General. The MSE wall consists of a concrete leveling pad, precast concrete face panels, a soil reinforcing system, select fill and concrete coping (when specified). The soil reinforcement shall have sufficient strength, quantity, and pullout resistance, beyond the failure surface within the select fill, as required by design. The material, fabrication, and construction shall comply with this Special Provision and the requirements specified by the supplier of the wall system selected by the Contractor for use on the project.

The MSE retaining wall shall be one of the following pre-approved wall systems:

ARES Wall: Tensar Earth Technologies
Stabilized Earth: T&B Structural Systems
MSE Plus: SSL Construction Products
Reinforced Earth: The Reinforced Earth Company
Retained Earth: The Reinforced Earth Company
Strengthened Soil: Shaw Technologies
Tricon Retained Soil: Tricon Precast
Omega System: The reinforced Earth Company

Pre-approval of the wall system does not include material acceptance at the jobsite.

Submittals. The wall system supplier shall submit complete design calculations and shop drawings to the Department for review and approval no later than 90 days prior to beginning construction of the wall. All submittals shall be sealed by an Illinois Licensed Structural Engineer and shall include all details, dimensions, quantities and cross sections necessary to construct the wall and shall include, but not be limited to, the following items:

- (a) Plan, elevation and cross section sheet(s) for each wall showing the following:
 - (1) A plan view of the wall indicating the offsets from the construction centerline to the face of the wall at all changes in horizontal alignment. The plan view shall show the limits of soil reinforcement and stations where changes in length and/or size of reinforcement occur. The centerline shall be shown for all drainage structures or pipes behind or passing through and/or under the wall.
 - (2) An elevation view of the wall indicating the elevations of the top of the panels. These elevations shall be at or above the top of exposed panel line shown on the contract plans. This view shall show the elevations of the top of the leveling pads, all steps in the leveling pads and the finished grade line. Each panel type, the number, size and

length of soil reinforcement connected to the panel shall be designated. The equivalent uniform applied bearing pressure shall be shown for each designed wall section.

- (3) A listing of the summary of quantities shall be provided on the elevation sheet of each wall.
 - (4) Typical cross section(s) showing the limits of the reinforced select fill volume included within the wall system, soil reinforcement, embankment material placed behind the select fill, precast face panels, and their relationship to the right-of-way limits, excavation cut slopes, existing ground conditions and the finished grade line.
 - (5) All general notes required for constructing the wall.
- (b) All details for the concrete leveling pads, including the steps, shall be shown. The top of the leveling pad shall be located at or below the theoretical top of the leveling pad line shown on the contract plans. The theoretical top of leveling pad line shall be 3.5 ft. (1.1 m) below finished grade line at the front face of the wall, unless otherwise shown on the plans.
 - (c) Where concrete coping or barrier is specified, the panels shall extend up into the coping or barrier a minimum of 2 in. (50 mm). The top of the panels may be level or sloped to satisfy the top of exposed panel line shown on the contract plans. Cast-in-place concrete will not be an acceptable replacement for panel areas below the top of exposed panel line. As an alternative to cast in place coping, the Contractor may substitute a precast coping, the details of which must be included in the shop drawings and approved by the Engineer.
 - (d) All panel types shall be detailed. The details shall show all dimensions necessary to cast and construct each type of panel, all reinforcing steel in the panel, and the location of soil reinforcement connection devices embedded in the panels. These panel embed devices shall not be in contact with the panel reinforcement steel.
 - (e) All details of the wall panels and soil reinforcement placement around all appurtenances located behind, on top of, or passing through the soil reinforced wall volume such as parapets with anchorage slabs, coping, foundations, and utilities etc. shall be clearly indicated. Any modifications to the design of these appurtenances to accommodate a particular system shall also be submitted.
 - (f) When specified on the contract plans, all details of architectural panel treatment, including color, texture and form liners shall be shown.
 - (g) The details for the connection between concrete panels, embed devices, and soil reinforcement shall be shown.

The initial submittal shall include three sets of shop drawings and one set of calculations. One set of drawings will be returned to the Contractor with any corrections indicated. After approval, the Contractor shall furnish the Engineer with eight sets of corrected plan prints and one mylar set of plans for distribution by the Department. No work or ordering of materials for the structure shall be done until the submittal has been approved by the Engineer.

Materials. The MSE walls shall conform to the supplier's standards as previously approved by the Department, and the following:

- (a) The soil reinforcing system, which includes the soil reinforcement, panel embeds and all connection devices, shall be according to the following:

Inextensible Soil Reinforcement. Steel reinforcement shall be either epoxy coated or galvanized. Epoxy coatings shall be according to Article 1006.10(b)(2), except the minimum thickness of epoxy coating shall be 18 mils (457 microns). No bend test will be required. Galvanizing shall be according to AASHTO M 232 or AASHTO M 111 as applicable.

Mesh and Loop Panel Embeds	AASHTO M 32 /M 32M and M 55/M 55M
Strips	AASHTO M 223/M 223M Grade 65 (450)
Tie Strip Panel Embeds	AASHTO M 270/M 270M Grade 50 (345)

Extensible Soil Reinforcement. Geosynthetic reinforcement shall be monolithically fabricated from virgin high density polyethylene (HDPE) or high tenacity polyester (HTPET) resins having the following properties verified by mill certifications:

<u>Property for HDPE</u>	<u>Value</u>	<u>Test</u>
Melt Flow Rate (g/cm)	0.060 – 0.150	ASTM D 1238, Procedure B
Density (g/cu m)	0.941 – 0.965	ASTM D 792
Carbon Black	2% (min)	ASTM D 4218

<u>Property for HTPET</u>	<u>Value</u>	<u>Test</u>
Carboxyl End Group (max) (mmol/kg)	<30	GRI-GG7
Molecular Weight (Mn)	>25,000	GRI-GG8

Panel embed/connection devices used with geosynthetic soil reinforcement shall be manufactured from virgin or recycled polyvinyl chloride having the following properties:

<u>Property for Polyvinyl Chloride</u>	<u>Value</u>	<u>Test</u>
Heat Deflection Temperature (°F)	155 - 164	ASTM D 1896
Notched IZOD 1/8 inch @ 73°F (ft-lb/in)	4 – 12	ASTM D 256
Coefficient of Linear Exp. (in/in/°F)	3.5 – 4.5	ASTM D 696
Hardness, Shore D	79	ASTM D 2240

<u>Property for Polypropylene</u>	<u>Value</u>	<u>Test</u>
Melt Flow Rate (g/cm)	0.060 – 0.150	ASTM D 1238, Procedure B
Density (g/cu m)	0.88 – 0.92	ASTM D 792

(b) The select fill, defined as the material placed in the reinforced volume behind the wall, shall be according to the following:

(1) Select Fill Gradation. Either a coarse aggregate or a fine aggregate may be used. For coarse aggregate, gradations CA 6 thru CA 16 may be used. If an epoxy coated or geosynthetic reinforcing is used, the coarse aggregate gradations shall be limited to CA 12 thru CA 16. For fine aggregate, gradations FA 1, FA 2, or FA 20 may be used.

Other aggregate gradations may be used provided the maximum aggregate size is 1 1/2 in. (38 mm), the maximum material passing the #40 (425 µm) sieve is 60 percent, and the maximum material passing the #200 (75 µm) sieve is 15 percent.

(2) Select Fill Quality. The coarse or fine aggregate shall be Class C quality or better, except that a maximum of 15 percent of the material may be finer than the #200 (75 µm) sieve.

(3) Select Fill Internal Friction Angle. The effective internal friction angle for the coarse or fine aggregate shall be a minimum 34 degrees according to AASHTO T 236 on samples compacted to 95 percent density according to ASHTO T 99. The AASHTO T 296 test with pore pressure measurement may be used in lieu of AASHTO T 236. If the vendor's design uses a friction angle higher than 34 degrees, as indicated on the approved shop drawings, this higher value shall be taken as the minimum required.

(4) Select Fill and Steel Reinforcing. When steel reinforcing is used, the select fill shall meet the following requirements.

- a. The pH shall be 5.0 to 10.0 according to AASHTO T 289.
- b. The resistivity shall be greater than 3000 ohm centimeters according to AASHTO T 288.
- c. The chlorides shall be less than 100 parts per million according to AASHTO T 291 or ASTM D 4327. For either test, the sample shall be prepared according to AASHTO T 291.
- d. The sulfates shall be less than 200 parts per million according to AASHTO T 290 or ASTM D 4327. For either test, the sample shall be prepared according to AASHTO T 290.
- e. The organic content shall be a maximum 1.0 percent according to AASHTO T 267.

(5) Select Fill and Geosynthetic Reinforcing. When geosynthetic reinforcing is used, the select fill pH shall be 4.5 to 9.0 according to AASHTO T 289.

(6) Test Frequency. Prior to start of construction, a sample of select fill material shall be submitted to the Department for testing and approval. Thereafter, the minimum

frequency of sampling and testing at the jobsite will be one per 20,000 cubic yards (15,500 cubic meters) of select fill material.

- (c) The embankment material behind the select fill shall be according to Section 202 and/or Section 204. An embankment unit weight of 120 lbs./cubic foot (1921 kg/cubic meter) and an effective friction angle of 30 degrees shall be used in the wall system design, unless otherwise indicated on the plans.
- (d) The geosynthetic filter material used across the panel joints shall be either a non-woven needle punch polyester or polypropylene or a woven monofilament polypropylene with a minimum width of 12 in. (300 mm) and a minimum non-sewn lap of 6 in. (150 mm) where necessary.
- (e) The bearing pads shall be rubber, neoprene, polyvinyl chloride, or polyethylene of the type and grade as recommended by the wall supplier.
- (f) All precast panels shall be manufactured with Class PC concrete, and shall be according to Section 504 and the following requirements:
 - (1) The minimum panel thickness shall be 5 1/2 in. (140 mm).
 - (2) The minimum reinforcement bar cover shall be 1 1/2 in. (38 mm).
 - (3) The panels shall have a ship lap or tongue and groove system of overlapping joints between panels designed to conceal joints and bearing pads.
 - (4) The panel reinforcement shall be epoxy coated.
 - (5) All dimensions shall be within 3/16 in. (5 mm).
 - (6) Angular distortion with regard to the height of the panel shall not exceed 0.2 in. (5 mm) in 5 ft. (1.5 m).
 - (7) Surface defects on formed surfaces measured on a length of 5 ft. (1.5 m) shall not be more than 0.1 in. (2.5 mm).
 - (8) The panel embed/connection devices shall be cast into the facing panels with a tolerance not to exceed 1 in. (25 mm) from the locations specified on the approved shop drawings.

Unless specified otherwise, concrete surfaces exposed to view in the completed wall shall be finished according to Article 503.15. The back face of the panel shall be roughly screeded to eliminate open pockets of aggregate and surface distortions in excess of 1/4 in. (6 mm).

The precast panels shall be produced according to the latest Department's Policy Memorandum for "Quality Control/Quality Assurance Program for Precast Concrete Products."

Design Criteria. The design shall be according to the appropriate AASHTO Design Specifications noted on the plans for Mechanically Stabilized Earth Walls except as modified herein. The wall supplier shall be responsible for all internal stability aspects of the wall design and shall supply the Department with computations for each designed wall section. The analyses of settlement, bearing capacity and overall slope stability will be the responsibility of the Department.

External loads, such as those applied through structure foundations, from traffic or railroads, slope surcharge etc., shall be accounted for in the internal stability design. The presence of all appurtenances behind, in front of, mounted upon, or passing through the wall volume such as drainage structures, utilities, structure foundation elements or other items shall be accounted for in the internal stability design of the wall.

The design of the soil reinforcing system shall be according to the applicable AASHTO or AASHTO LRFD Design Specifications for "Inextensible" steel or "Extensible" geosynthetic reinforcement criteria. The reduced section of the soil reinforcing system shall be sized to allowable stress levels at the end of a 75 year design life.

Steel soil reinforcing systems shall be protected by either galvanizing or epoxy coating. The design life for epoxy shall be 16 years. The corrosion protection for the balance of the 75 year total design life shall be provided using a sacrificial steel thickness computed for all exposed surfaces according to the applicable AASHTO or AASHTO LRFD Design Specifications.

Geosynthetic soil reinforcing systems shall be designed to account for the strength reduction due to long-term creep, chemical and biological degradation, as well as installation damage.

To prevent out of plane panel rotations, the soil reinforcement shall be connected to the standard panels in at least two different elevations, vertically spaced no more than 30 in. (760 mm) apart.

The panel embed/soil reinforcement connection capacity shall be determined according to the applicable AASHTO or AASHTO LRFD Design Specifications.

The factor of safety for pullout resistance in the select fill shall not be less than 1.5, based on the pullout resistance at 1/2 in. (13 mm) deformation. Typical design procedures and details, once accepted by the Department, shall be followed. All wall system changes shall be submitted in advance to the Department for approval.

For aesthetic considerations and differential settlement concerns, the panels shall be erected in such a pattern that the horizontal panel joint line is discontinuous at every other panel. This shall be accomplished by alternating standard height and half height panel placement along the leveling pad. Panels above the lowest level shall be standard size except as required to satisfy the top of exposed panel line shown on the contract plans.

At locations where the plans specify a change of panel alignment creating an included angle of 150 degrees or less, precast corner joint elements will be required. This element shall separate the adjacent panels by creating a vertical joint secured by means of separate soil reinforcement.

Isolation or slip joints, which are similar to corner joints in design and function, may be required to assist in differential settlements at locations indicated on the plans or as recommended by the wall supplier. Wall panels with areas greater than 30 sq. ft. (2.8 sq. m) may require additional slip joints to account for differential settlements. The maximum standard panel area shall not exceed 60 sq. ft. (5.6 sq. m).

Construction. The Contractor shall obtain technical assistance from the supplier during wall erection to demonstrate proper construction procedures and shall include any costs related to this technical assistance in the unit price bid for this item.

The foundation soils supporting the structure shall be graded for a width equal to or exceeding the length of the soil reinforcement. Prior to wall construction, the foundation shall be compacted with a smooth wheel vibratory roller. Any foundation soils found to be unsuitable shall be removed and replaced, as directed by the Engineer, and shall be paid for separately according to Section 202.

When structure excavation is necessary, it shall be made and paid for according to Section 502 except that the horizontal limits for structure excavation shall be from the rear limits of the soil reinforcement to a vertical plane 2 ft. (600 mm) from the finished face of the wall. The depth shall be from the top of the original ground surface to the top of the leveling pad. The additional excavation necessary to place the concrete leveling pad will not be measured for payment but shall be included in this work.

The concrete leveling pads shall have a minimum thickness of 6 in. (150 mm) and shall be placed according to Section 503.

As select fill material is placed behind a panel, the panel shall be maintained in its proper inclined position according to the supplier specifications and as approved by the Engineer. Vertical tolerances and horizontal alignment tolerances shall not exceed 3/4 in. (19 mm) when measured along a 10 ft. (3 m) straight edge. The maximum allowable offset in any panel joint shall be 3/4 in. (19 mm). The overall vertical tolerance of the wall, (plumbness from top to bottom) shall not exceed 1/2 in. per 10 ft. (13 mm per 3 m) of wall height. The precast face panels shall be erected to insure that they are located within 1 in. (25 mm) from the contract plan offset at any location to insure proper wall location at the top of the wall. Failure to meet this tolerance may cause the Engineer to require the Contractor to disassemble and re-erect the affected portions of the wall. A 3/4 in. (19 mm) joint separation shall be provided between all adjacent face panels to prevent direct concrete to concrete contact. This gap shall be maintained by the use of bearing pads and/or alignment pins.

The back of all panel joints shall be covered by a geotextile filter material attached to the panels with a suitable adhesive. No adhesive will be allowed directly over the joints.

The select fill and embankment placement shall closely follow the erection of each lift of panels. At each soil reinforcement level, the fill material should be roughly leveled and compacted before placing and attaching the soil reinforcing system. The soil reinforcement and the maximum lift thickness shall be placed according to the supplier's recommended procedures except, the lifts for select fill shall not exceed 10 in. (255 mm) loose measurement or as approved by the Engineer. Embankment shall be constructed according to Section 205.

At the end of each day's operations, the Contractor shall shape the last level of select fill to permit runoff of rainwater away from the wall face. Select fill shall be compacted according to the project specifications for embankment except the minimum required compaction shall be 95 percent of maximum density as determined by AASHTO T-99. Select fill compaction shall be accomplished without disturbance or distortion of soil reinforcing system and panels. Compaction in a strip 3 ft. (1 m) wide adjacent to the backside of the panels shall be achieved using a minimum of 3 passes of a light weight mechanical tamper, roller or vibratory system.

Method of Measurement. Mechanically Stabilized Earth Retaining Wall will be measured for payment in square feet (square meters). The MSE retaining wall will be measured from the top of exposed panel line to the theoretical top of leveling pad line for the length of the wall as shown on the contract plans.

Basis of Payment. This work, including placement of the select fill within the soil reinforced wall volume shown on the approved shop drawings, precast face panels, soil reinforcing system, concrete leveling pad and accessories will be paid for at the contract unit price per square foot (square meter) for MECHANICALLY STABILIZED EARTH RETAINING WALL.

Concrete coping when specified on the contract plans will be included for payment in this work. Other concrete appurtenances such as anchorage slabs, parapets, abutment caps, etc. will not be included in this work, but will be paid for as specified elsewhere in this contract, unless otherwise noted on the plans.

Excavation necessary to place the select fill for the MSE wall shall be paid for as STRUCTURE EXCAVATION and/or ROCK EXCAVATION FOR STRUCTURES as applicable, according to Section 502.

Embankment placed outside of the select fill volume will be measured and paid for according to Sections 202 and/or 204 as applicable.

PIPE UNDERDRAINS FOR STRUCTURES

Effective: May 17, 2000

Revised: January 1, 2007

Description. This work shall consist of furnishing and installing a pipe underdrain system as shown on the plans, as specified herein, and as directed by the Engineer.

Materials. Materials shall meet the requirements as set forth below:

The perforated pipe drain shall be according to Article 601.02 of the Standard Specifications. Outlet pipes or pipes connecting to a separate storm sewer system shall not be perforated.

The drainage aggregate shall be a combination of one or more of the following gradations, FA1, FA2, CA5, CA7, CA8, CA11, or CA13 thru 15, according to Sections 1003 and 1004 of the Standard Specifications.

The fabric surrounding the drainage aggregate shall be Geotechnical Fabric for French Drains according to Article 1080.05 of the Standard Specifications.

Construction Requirements. All work shall be according to the applicable requirements of Section 601 of the Standard Specifications except as modified below.

The pipe underdrains shall consist of a perforated pipe drain situated at the bottom of an area of drainage aggregate wrapped completely in geotechnical fabric and shall be installed to the lines and gradients as shown on the plans.

Method of Measurement. Pipe Underdrains for Structures shall be measured for payment in feet (meters), in place. Measurement shall be along the centerline of the pipe underdrains. All connectors, outlet pipes, elbows, and all other miscellaneous items shall be included in the measurement. Concrete headwalls shall be included in the cost of Pipe Underdrains for Structures, but shall not be included in the measurement for payment.

Basis of Payment. This work will be paid for at the contract unit price per foot (meter) for PIPE UNDERDRAINS FOR STRUCTURES of the diameter specified,. Furnishing and installation of the drainage aggregate, geotechnical fabric, forming holes in structural elements and any excavation required, will not be paid for separately, but shall be included in the cost of the pipe underdrains for structures.

POROUS GRANULAR EMBANKMENT (SPECIAL)

Effective: September 28, 2005

Revised: January 1, 2007

Description. This work shall consist of furnishing, and placing porous granular embankment (special) material as detailed on the plans, according to Section 207 except as modified herein.

Materials. The gradation of the porous granular material may be any of the following CA 8 thru CA 18, FA 1 thru FA 4, FA 7 thru FA 9, and FA 20 according to Articles 1003 and 1004.

Construction. The porous granular embankment (special) shall be installed according to Section 207, except that it shall be uncompacted.

Basis of Payment. This work will be paid for at the contract unit price per Cubic Yard (Cubic Meter) for POROUS GRANULAR EMBANKMENT (SPECIAL).

DEMOLITION PLANS FOR REMOVAL OF EXISTING STRUCTURES

Effective: September 5, 2007

Add to the beginning of Article 501.02 of the Standard Specifications.

"The Contractor shall submit a demolition plan to the Engineer for approval, detailing the proposed methods of demolition and the amount, location(s) and type(s) of equipment to be used. With the exception of removal of single box culverts, for work adjacent to or over an active roadway, railroad or navigable waterway, the demolition plan shall include an assessment of the structure's condition and an evaluation of the structure's strength and stability during demolition and shall be sealed by an Illinois Licensed Structural Engineer."

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION
FOR
COOPERATION WITH UTILITIES

Effective: January 1, 1999

Revised: January 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

Replace Article 105.07 of the Standard Specifications with the following:

"105.07 Cooperation with Utilities. The adjustment of utilities consists of the relocation, removal, replacement, rearrangements, reconstruction, improvement, disconnection, connection, shifting, new installation or altering of an existing utility facility in any manner.

When the plans or special provisions include information pertaining to the location of underground utility facilities, such information represents only the opinion of the Department as to the location of such utilities and is only included for the convenience of the bidder. The Department assumes no responsibility in respect to the sufficiency or the accuracy of the information shown on the plans relative to the location of the underground utility facilities.

Utilities which are to be adjusted shall be adjusted by the utility owner or the owner's representative or by the Contractor as a contract item. Generally, arrangements for adjusting existing utilities will be made by the Department prior to project construction; however, utilities will not necessarily be adjusted in advance of project construction and, in some cases, utilities will not be removed from the proposed construction limits. When utility adjustments must be performed in conjunction with construction, the utility adjustment work will be shown on the plans and/or covered by Special Provisions.

When the Contractor discovers a utility has not been adjusted by the owner or the owner's representative as indicated in the contract documents, or the utility is not shown on the plans or described in the Special Provisions as to be adjusted in conjunction with construction, the Contractor shall not interfere with said utility, and shall take proper precautions to prevent damage or interruption of the utility and shall promptly notify the Engineer of the nature and location of said utility.

All necessary adjustments, as determined by the Engineer, of utilities not shown on the plans or not identified by markers, will be made at no cost to the Contractor except traffic structures, light poles, etc., that are normally located within the proposed construction limits as hereinafter defined will not be adjusted unless required by the proposed improvement.

- (a) Limits of Proposed Construction for Utilities Paralleling the Roadway. For the purpose of this Article, limits of proposed construction for utilities extending in the same longitudinal direction as the roadway, shall be defined as follows:
- (1) The horizontal limits shall be a vertical plane, outside of, parallel to, and 600 mm (2 ft) distant at right angles from the plan or revised slope limits.
- In cases where the limits of excavation for structures are not shown on the plans, the horizontal limits shall be a vertical plane 1.2 m (4 ft) outside the edges of structure footings or the structure where no footings are required.
- (2) The upper vertical limits shall be the regulations governing the roadbed clearance for the specific utility involved.
 - (3) The lower vertical limits shall be the top of the utility at the depth below the proposed grade as prescribed by the governing agency or the limits of excavation, whichever is less.
- (b) Limits of Proposed Construction for Utilities Crossing the Roadway. For the purpose of this Article, limits of proposed construction for utilities crossing the roadway in a generally transverse direction shall be defined as follows:
- (1) Utilities crossing excavations for structures that are normally made by trenching such as sewers, underdrains, etc. and all minor structures such as manholes, inlets, foundations for signs, foundations for traffic signals, etc., the limits shall be the space to be occupied by the proposed permanent construction unless otherwise required by the regulations governing the specific utility involved.
 - (2) For utilities crossing the proposed site of major structures such as bridges, sign trusses, etc., the limits shall be as defined above for utilities extending in the same general direction as the roadway.

The Contractor may make arrangements for adjustment of utilities outside of the limits of proposed construction provided the Contractor furnishes the Department with a signed agreement with the utility owner covering the adjustments to be made. The cost of any adjustments made outside the limits of proposed construction shall be the responsibility of the Contractor unless otherwise provided.

The Contractor shall request all utility owners to field locate their facilities according to Article 107.31. The Engineer may make the request for location from the utility after receipt of notice from the Contractor. On request, the Engineer will make an inspection to verify that the utility company has field located its facilities, but will not assume responsibility for the accuracy of such work. The Contractor shall be responsible for maintaining the excavations or markers provided by the utility owners. This field location procedure may be waived if the utility owner has stated in writing to the Department it is satisfied the construction plans are sufficiently accurate. If the utility owner does not submit such statement to the Department, and they do not field locate their facilities in both horizontal and vertical alignment, the Engineer will authorize the Contractor in writing to proceed to locate the facilities in the most economical and reasonable manner, subject to the approval of the Engineer, and be paid according to Article 109.04.

The Contractor shall coordinate with any planned utility adjustment or new installation and the Contractor shall take all precautions to prevent disturbance or damage to utility facilities. Any failure on the part of the utility owner, or their representative, to proceed with any planned utility adjustment or new installation shall be reported promptly by the Contractor to the Engineer orally and in writing.

The Contractor shall take all necessary precautions for the protection of the utility facilities. The Contractor shall be responsible for any damage or destruction of utility facilities resulting from neglect, misconduct, or omission in the Contractor's manner or method of execution or nonexecution of the work, or caused by defective work or the use of unsatisfactory materials. Whenever any damage or destruction of a utility facility occurs as a result of work performed by the Contractor, the utility company will be immediately notified. The utility company will make arrangements to restore such facility to a condition equal to that existing before any such damage or destruction was done.

It is understood and agreed that the Contractor has considered in the bid all of the permanent and temporary utilities in their present and/or adjusted positions.

No additional compensation will be allowed for any delays, inconvenience, or damage sustained by the Contractor due to any interference from the said utility facilities or the operation of relocating the said utility facilities.

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION
FOR
INSURANCE

Effective: February 1, 2007
Revised: August 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

Crawford, Murphy & Tilly, Inc.

The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26.

ALKALI-SILICA REACTION FOR CAST-IN-PLACE CONCRETE (BDE)

Effective: August 1, 2007

Revised: January 1, 2009

Description. This special provision is intended to reduce the risk of a deleterious alkali-silica reaction in concrete exposed to humid or wet conditions. The special provision is not intended or adequate for concrete exposed to potassium acetate, potassium formate, sodium acetate or sodium formate. The special provision shall not apply to the dry environment (humidity less than 60 percent) found inside buildings for residential or commercial occupancy. The special provision shall also not apply to precast products or precast prestressed products.

Aggregate Expansion Values. Each coarse and fine aggregate will be tested by the Department for alkali reaction according to ASTM C 1260. The test will be performed with Type I or II cement having a total equivalent alkali content ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) of 0.90 percent or greater. The Engineer will determine the assigned expansion value for each aggregate, and these values will be made available on the Department's Alkali-Silica Potential Reactivity Rating List. The Engineer may differentiate aggregate based on ledge, production method, gradation number, or other factors. An expansion value of 0.05 percent will be assigned to limestone or dolomite coarse aggregates and 0.03 percent to limestone or dolomite fine aggregates (manufactured stone sand); however the Department reserves the right to perform the ASTM C 1260 test.

Aggregate Groups. Each combination of aggregates used in a mixture will be assigned to an aggregate group. The point at which the coarse aggregate and fine aggregate expansion values intersect in the following table will determine the group.

AGGREGATE GROUPS			
Coarse Aggregate or Coarse Aggregate Blend ASTM C 1260 Expansion	Fine Aggregate or Fine Aggregate Blend ASTM C 1260 Expansion		
	$\leq 0.16\%$	$> 0.16\% - 0.27\%$	$> 0.27\%$
$\leq 0.16\%$	Group I	Group II	Group III
$> 0.16\% - 0.27\%$	Group II	Group II	Group III
$> 0.27\%$	Group III	Group III	Group IV

Mixture Options. Based upon the aggregate group, the following mixture options shall be used; however, the Department may prohibit a mixture option if field performance shows a deleterious alkali-silica reaction or Department testing indicates the mixture may experience a deleterious alkali-silica reaction.

- Group I - Mixture options are not applicable. Use any cement or finely divided mineral.
- Group II - Mixture options 1, 2, 3, 4, or 5 shall be used.
- Group III - Mixture options 1, 2 and 3 combined, 4, or 5 shall be used.

Group IV - Mixture options 1, 2 and 4 combined, or 5 shall be used.

For Class PP-3 concrete the mixture options are not applicable, and any cement may be used with the specified finely divided minerals.

- a) Mixture Option 1. The coarse or fine aggregates shall be blended to place the material in a group that will allow the selected cement or finely divided mineral to be used.

When a coarse or fine aggregate is blended, the weighted expansion value shall be calculated separately for the coarse and fine aggregate as follows:

$$\text{Weighted Expansion Value} = (a/100 \times A) + (b/100 \times B) + (c/100 \times C) + \dots$$

Where: a, b, c... = percentage of aggregate in the blend;
A, B, C... = expansion value for that aggregate.

- b) Mixture Option 2. A finely divided mineral shall be used as described in 1), 2), 3), or 4) that follow. The replacement ratio is defined as "finely divided mineral:portland cement".

1) Class F Fly Ash. For Class PV, BS, MS, DS, SC, and SI concrete and cement aggregate mixture II (CAM II), Class F fly ash shall replace 15 percent of the portland cement at a minimum replacement ratio of 1.5:1.

2) Class C Fly Ash. For Class PV, MS, SC, and SI Concrete, Class C fly ash with 18 percent to less than 26.5 percent calcium oxide content, and less than 2.0 percent loss on ignition, shall replace 20 percent of the portland cement at a minimum replacement ratio of 1:1; or at a minimum replacement ratio of 1.25:1 if the loss on ignition is 2.0 percent or greater. Class C fly ash with less than 18 percent calcium oxide content shall replace 20 percent of the portland cement at a minimum replacement ratio of 1.25:1.

For Class PP-1, RR, BS, and DS concrete and CAM II, Class C fly ash with less than 26.5 percent calcium oxide content shall replace 15 percent of the portland cement at a minimum replacement ratio of 1.5:1.

3) Ground Granulated Blast-Furnace Slag. For Class PV, BS, MS, SI, DS, and SC concrete, ground granulated blast-furnace slag shall replace 25 percent of the portland cement at a minimum replacement ratio of 1:1.

For Class PP-1 and RR concrete, ground granulated blast-furnace slag shall replace 15 percent of the portland cement at a minimum replacement ratio of 1.5:1.

For Class PP-2, ground granulated blast-furnace slag shall replace 25 to 30 percent of the portland cement at a minimum replacement ratio of 1:1.

- 4) Microsilica or High Reactivity Metakaolin. Microsilica solids or high reactivity metakaolin shall be added to the mixture at a minimum 25 lb/cu yd (15 kg/cu m) or 27 lb/cu yd (16 kg/cu m) respectively.
- c) Mixture Option 3. The cement used shall have a maximum total equivalent alkali content ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) of 0.60 percent. When aggregate in Group II is involved, any finely divided mineral may be used with a portland cement.
- d) Mixture Option 4. The cement used shall have a maximum total equivalent alkali content ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) of 0.45 percent. When aggregate in Group II or III is involved, any finely divided mineral may be used with a portland cement.
- e) Mixture Option 5. The proposed cement or finely divided mineral may be used if the ASTM C 1567 expansion value is ≤ 0.16 percent when performed on the aggregate in the concrete mixture with the highest ASTM C 1260 test result. The ASTM C 1567 test will be valid for two years, unless the Engineer determines the materials have changed significantly. For latex concrete, the ASTM C 1567 test shall be performed without the latex. The 0.20 percent autoclave expansion limit in ASTM C 1567 shall not apply.

If during the two year time period the Contractor needs to replace the cement, and the replacement cement has an equal or lower total equivalent alkali content ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$), a new ASTM C 1567 test will not be required.

Testing. If an individual aggregate has an ASTM C 1260 expansion value > 0.16 percent, an ASTM C 1293 test may be performed by the Contractor to evaluate the Department's ASTM C 1260 test result. The ASTM C 1293 test shall be performed with Type I or II cement having a total equivalent alkali content ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) of 0.80 percent or greater. The interior vertical wall of the ASTM C 1293 recommended container (pail) shall be half covered with a wick of absorbent material consisting of blotting paper. If the testing laboratory desires to use an alternate container or wick of absorbent material, ASTM C 1293 test results with an alkali-reactive aggregate of known expansion characteristics shall be provided to the Engineer for review and approval. If the expansion is less than 0.040 percent after one year, the aggregate will be assigned an ASTM C 1260 expansion value of 0.08 percent that will be valid for two years, unless the Engineer determines the aggregate has changed significantly.

The Engineer reserves the right to verify a Contractor's ASTM C 1293 or 1567 test result. The Engineer will not accept the result if the precision and bias for the test methods are not met.

The laboratory performing the ASTM C 1567 test shall either be accredited by the AASHTO Materials Reference Laboratory (AMRL) for ASTM C 227 under Portland Cement Concrete or Aggregate; or shall be inspected for Hydraulic Cement - Physical Tests by the Cement and Concrete Reference Laboratory (CCRL) and shall be approved by the Department. The laboratory performing the ASTM C 1293 test shall be inspected for Portland Cement Concrete by CCRL and shall be approved by the Department.

**APPROVAL OF PROPOSED BORROW AREAS, USE AREAS, AND/OR WASTE AREAS
INSIDE ILLINOIS STATE BORDERS (BDE)**

Effective: November 1, 2008

Revise the title of Article 107.22 of the Standard Specifications to read:

"107.22 Approval of Proposed Borrow Areas, Use Areas, and/or Waste Areas Inside Illinois State Borders."

Add the following sentence to the end of the first paragraph of Article 107.22 of the Standard Specifications:

"Proposed borrow areas, use areas, and/or waste areas outside of Illinois shall comply with Article 107.01."

80207

CEMENT (BDE)

Effective: January 1, 2007

Revised: November 1, 2007

Revise Section 1001 of the Standard Specifications to read:

"SECTION 1001. CEMENT

1001.01 Cement Types. Cement shall be according to the following.

- (a) Portland Cement. Acceptance of portland cement shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants".

Portland cement shall be according to ASTM C 150, and shall meet the standard physical and chemical requirements. Type I or Type II may be used for cast-in-place, precast, and precast prestressed concrete. Type III may be used according to Article 1020.04, or when approved by the Engineer. All other cements referenced in ASTM C 150 may be used when approved by the Engineer.

The total of all organic processing additions shall be a maximum of 1.0 percent by weight (mass) of the cement and the total of all inorganic processing additions shall be a maximum of 4.0 percent by weight (mass) of the cement. Organic processing additions shall be limited to grinding aids that improve the flowability of cement, reduce pack set, and improve grinding efficiency. Inorganic processing additions shall be limited to granulated blast-furnace slag according to the chemical requirements of AASHTO M 302 and Class C fly ash according to the chemical requirements of AASHTO M 295.

- (b) Portland-Pozzolan Cement. Acceptance of portland-pozzolan cement shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants".

Portland-pozzolan cement shall be according to ASTM C 595 and shall meet the standard physical and chemical requirements. Type IP or I(PM) may be used for cast-in-place, precast, and precast prestressed concrete, except when Class PP concrete is used. The pozzolan constituent for Type IP shall be a maximum of 21 percent of the weight (mass) of the portland-pozzolan cement. All other cements referenced in ASTM C 595 may be used when approved by the Engineer.

For cast-in-place construction, portland-pozzolan cements shall not be used in concrete mixtures when the air temperature is below 40 °F (4 °C) without permission of the Engineer. If permission is given, the mix design strength requirement may require the Contractor to increase the cement or eliminate the cement factor reduction for a water-

reducing or high range water-reducing admixture which is permitted according to Article 1020.05(b).

The total of all organic processing additions shall be a maximum of 1.0 percent by weight (mass) of the cement. Organic processing additions shall be limited to grinding aids as defined in (a) above. Inorganic processing additions shall not be used.

- (c) Portland Blast-Furnace Slag Cement. Acceptance of portland blast-furnace slag cement shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants".

Portland blast-furnace slag cement shall be according to ASTM C 595 and shall meet the standard physical and chemical requirements. Type I(SM) slag-modified portland cement may be used for cast-in-place, precast, and precast prestressed concrete, except when Class PP concrete is used. All other cements referenced in ASTM C 595 may be used when approved by the Engineer.

For cast-in-place construction, portland blast-furnace slag cements shall not be used in concrete mixtures when the air temperature is below 40 °F (4 °C) without permission of the Engineer. If permission is given, the mix design strength requirement may require the Contractor to increase the cement or eliminate the cement factor reduction for a water-reducing or high range water-reducing admixture which is permitted according to Article 1020.05(b).

The total of all organic processing additions shall be a maximum of 1.0 percent by weight (mass) of the cement. Organic processing additions shall be limited to grinding aids as defined in (a) above. Inorganic processing additions shall not be used.

- (d) Rapid Hardening Cement. Rapid hardening cement shall be used according to Article 1020.04 or when approved by the Engineer. The cement shall be on the Department's current "Approved List of Packaged, Dry, Rapid Hardening Cementitious Materials for Concrete Repairs", and shall be according to the following.

- (1) The cement shall have a maximum final set of 25 minutes, according to Illinois Modified ASTM C 191.
- (2) The cement shall have a minimum compressive strength of 2000 psi (13,800 kPa) at 3.0 hours, and 4000 psi (27,600 kPa) at 24.0 hours, according to Illinois Modified ASTM C 109.
- (3) The cement shall have a maximum drying shrinkage of 0.050 percent at seven days, according to Illinois Modified ASTM C 596.
- (4) The cement shall have a maximum expansion of 0.020 percent at 14 days, according to Illinois Modified ASTM C 1038.

(5) The cement shall have a minimum 80 percent relative dynamic modulus of elasticity; and shall not have a weight (mass) gain in excess of 0.15 percent or a weight (mass) loss in excess of 1.0 percent, after 100 cycles, according to Illinois Modified AASHTO T 161, Procedure B. At 100 cycles, the specimens are measured and weighed at 73 °F (23 °C).

(e) Calcium Aluminate Cement. Calcium aluminate cement shall be used when specified by the Engineer. The cement shall meet the standard physical requirements for Type I cement according to ASTM C 150, except the time of setting shall not apply. The chemical requirements shall be determined according to ASTM C 114 and shall be as follows: minimum 38 percent aluminum oxide (Al_2O_3), maximum 42 percent calcium oxide (CaO), maximum 1 percent magnesium oxide (MgO), maximum 0.4 percent sulfur trioxide (SO_3), maximum 1 percent loss on ignition, and maximum 3.5 percent insoluble residue.

1001.02 Uniformity of Color. Cement contained in single loads or in shipments of several loads to the same project shall not have visible differences in color.

1001.03 Mixing Brands and Types. Different brands or different types of cement from the same manufacturing plant, or the same brand or type from different plants shall not be mixed or used alternately in the same item of construction unless approved by the Engineer.

1001.04 Storage. Cement shall be stored and protected against damage, such as dampness which may cause partial set or hardened lumps. Different brands or different types of cement from the same manufacturing plant, or the same brand or type from different plants shall be kept separate."

80166

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: November 1, 2008

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 or most recent addendum.

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

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

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

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

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

based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 6% 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 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 forth in this Special Provision:

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

DBE LOCATOR REFERENCES. Bidders may 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 web site at www.dot.il.gov.

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

- (a) In order to assure the timely award of the contract, the as-read low bidder shall submit a Disadvantaged Business Utilization Plan on Department form SBE 2026 within seven working days after the date of letting. To meet the seven day requirement, the bidder may send the Plan by certified mail or delivery service within the seven working day period. If a question arises concerning the mailing date of a Plan, the mailing date will be established by the U.S. Postal Service postmark on the original certified mail receipt from the U.S. Postal Service or the receipt issued by a delivery service. It is the responsibility of the bidder to ensure that the postmark or receipt date is affixed within the seven working days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Plan is to be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). It is the responsibility of the bidder to obtain confirmation of telefax delivery. The Department will not accept a Utilization Plan if it does not meet the seven day submittal requirement and the bid will be declared not responsive. In the event the bid is declared not responsive due to a failure to submit a Plan or failure to comply with the bidding procedures set forth herein, the Department may elect to cause the forfeiture of the

penal sum of the bidder's proposal guaranty, and may deny authorization to bid the project if re-advertised for bids. The Department reserves the right to invite any other bidder to submit a Utilization Plan at any time for award consideration or to extend the time for award.

- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision.
- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. The signatures on these forms must be original signatures. All elements of information indicated on the said form shall be provided, including but not limited to the following:
 - (1) The name and address of each DBE to be used;
 - (2) A description, including pay item numbers, of the commercially useful work to be done by each DBE;
 - (3) The price to be paid to each DBE for the identified work specifically stating the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
 - (4) A commitment statement signed by the bidder and each DBE evidencing availability and intent to perform commercially useful work on the project; and
 - (5) If the bidder is a joint venture comprised of DBE companies and non-DBE companies, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s).
- (d) The contract will not be awarded until the Utilization Plan submitted by the bidder is approved. The Utilization Plan will be approved by the Department if the Plan commits sufficient commercially useful DBE work performance to meet the contract goal. The Utilization Plan will not be approved by the Department if the Plan does not commit sufficient DBE performance to meet the contract goal unless the bidder documents that it made a good faith effort to meet the goal. The good faith procedures of Section VIII of this special provision apply. If the Utilization Plan is not approved because it is deficient in a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no less than a five working day period in order to cure the deficiency.

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

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the full value of all such DBE trucks operated using DBE employed drivers. Goal credit will be limited to the value of the reasonable fee or commission received by the DBE if trucks are leased from a non-DBE company.
- (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 regular dealer or manufacturer.

GOOD FAITH EFFORT PROCEDURES. If the bidder cannot obtain sufficient DBE commitments to meet the contract goal, the bidder must document in the Utilization Plan the good faith efforts made in the attempt to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which could reasonably be expected to obtain sufficient DBE participation. The Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts are not good faith efforts; rather, the bidder is expected to have taken those efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.
- (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
 - (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
 - (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.

b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and

using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.

- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
 - (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
 - (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that a good faith effort has not been made, the Department will notify the bidder of that preliminary determination by contacting the responsible company official designated in the Utilization Plan. The preliminary determination shall include a statement of reasons why good faith efforts have not been found, and may include additional good faith efforts that the bidder could take. The notification will designate a five working day period during which the bidder shall take additional efforts. The bidder is not limited by a statement of additional efforts, but may take other action beyond any stated additional efforts in order to obtain additional DBE commitments. The bidder shall submit an amended Utilization Plan if additional DBE commitments to meet the contract goal are secured. If additional DBE commitments sufficient to meet the contract goal are not secured, the bidder shall report the final good faith efforts made in the time allotted. All additional efforts taken by the bidder will be considered as part of the bidder's good faith efforts. If the bidder is not able to meet the goal after taking additional efforts, the Department will make a pre-final determination of the good faith efforts of the bidder and will notify the designated responsible company official of the reasons for an adverse determination.
- (c) The bidder may request administrative reconsideration of a pre-final determination adverse to the bidder within the five working days after the notification date of the

determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The pre-final determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal. In addition, the request shall be considered a consent by the bidder to extend the time for award. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of 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.

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 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.

- (a) No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.
- (b) All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the Participation Statement. The Contractor shall not terminate for convenience a DBE listed in the Utilization Plan and then perform the work of the terminated DBE with its own forces, those of an affiliate or those of another subcontractor, whether DBE or not, without first obtaining the written consent of the Bureau of Small Business Enterprises to amend the Utilization Plan. If a DBE listed in the Utilization Plan is terminated for reasons other than convenience, or fails to complete its work on the contract for any reason, the Contractor shall make good faith efforts to

find another DBE to substitute for the terminated DBE. The good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, but only to the extent needed to meet the contract goal or the amended contract goal. The Contractor shall notify the Bureau of Small Business Enterprises of any termination for reasons other than convenience, and shall obtain approval for inclusion of the substitute DBE in the Utilization Plan. If good faith efforts following a termination of a DBE for cause are not successful, the Contractor shall contact the Bureau of Small Business Enterprises and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Bureau of Small Business Enterprises will evaluate the good faith efforts in light of all circumstances surrounding the performance status of the contract, and determine whether the contract goal should be amended.

- (c) The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefor to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Regional Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Plan, the Department will deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages.
- (d) 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.
- (e) 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.

ENGINEER'S FIELD OFFICE TYPE A (BDE)

Effective: April 1, 2007

Revised: August 1, 2008

Revise Article 670.02 of the Standard Specifications to read:

"670.02 Engineer's Field Office Type A. Type A field offices shall have a minimum ceiling height of 7 ft (2 m) and a minimum floor space 450 sq ft (42 sq m). The office shall be provided with sufficient heat, natural and artificial light, and air conditioning.

The office shall have an electronic security system that will respond to any breach of exterior doors and windows. Doors and windows shall be equipped with locks. Doors shall also be equipped with dead bolt locks or other secondary locking device.

Windows shall be equipped with exterior screens to allow adequate ventilation. All windows shall be equipped with interior shades, curtains, or blinds. Adequate all-weather parking space shall be available to accommodate a minimum of ten vehicles.

Suitable on-site sanitary facilities meeting Federal, State, and local health department requirements shall be provided, maintained clean and in good working condition, and shall be stocked with lavatory and sanitary supplies at all times.

Sanitary facilities shall include hot and cold potable running water, lavatory and toilet as an integral part of the office where available. Solid waste disposal consisting of two waste baskets and an outside trash container of sufficient size to accommodate a weekly provided pick-up service.

In addition, the following furniture and equipment shall be furnished.

- (a) Four desks with minimum working surface 42 x 30 in. (1.1 m x 750 mm) each and five non-folding chairs with upholstered seats and backs.
- (b) One desk with minimum working surface 48 x 72 in. (1.2 x 1.8 m) with height adjustment of 23 to 30 in. (585 to 750 mm).
- (c) One four-post drafting table with minimum top size of 37 1/2 x 48 in. (950 mm x 1.2 m). The top shall be basswood or equivalent and capable of being tilted through an angle of 50 degrees. An adjustable height drafting stool with upholstered seat and back shall also be provided.
- (d) Two free standing four drawer legal size file cabinet with lock and an underwriters' laboratories insulated file device 350 degrees one hour rating.
- (e) One 6 ft (1.8 m) folding table with six folding chairs.

- (f) One equipment cabinet of minimum inside dimension of 44 in. (1100 mm) high x 24 in. (600 mm) wide x 30 in. (750 mm) deep with lock. The walls shall be of steel with a 3/32 in. (2 mm) minimum thickness with concealed hinges and enclosed lock constructed in such a manner as to prevent entry by force. The cabinet assembly shall be permanently attached to a structural element of the field office in a manner to prevent theft of the entire cabinet.
- (g) One refrigerator with a minimum size of 16 cu ft (0.45 cu m) with a freezer unit.
- (h) One electric desk type tape printing calculator.
- (i) A minimum of two communication paths. The configuration shall include:
 - (1) Internet Connection. An internet service connection using telephone DSL, cable broadband, or CDMA wireless technology. Additionally, an 802.11g/N wireless router shall be provided, which will allow connection by the Engineer and up to four Department staff.
 - (2) Telephone Lines. Three separate telephone lines.
- (j) One plain paper copy machine capable of reproducing prints up to 11 x 17 in. (280 x 432 mm) with an automatic feed tray capable of storing 30 sheets of paper. Letter size and 11 x 17 in. (280 x 432 mm) paper shall be provided.
- (k) One plain paper fax machine with paper.
- (l) Two telephones, with touch tone, where available, and a digital telephone answering machine, for exclusive use by the Engineer.
- (m) One electric water cooler dispenser.
- (n) One first-aid cabinet fully equipped.
- (o) One microwave oven, 1 cu ft (0.03 cu m) minimum capacity.
- (p) One fire-proof safe, 0.5 cu ft (0.01 cu m) minimum capacity.
- (q) One electric paper shredder.
- (r) One post mounted rain gauge, located on the project site for each 5 miles (8 km) of project length."

Revise the first sentence of the first paragraph of Article 670.07 of the Standard Specifications to read:

"The building or buildings fully equipped as specified will be paid for on a monthly basis until the building or buildings are released by the Engineer."

Revise the last sentence of the first paragraph of Article 670.07 of the Standard Specifications to read:

"This price shall include all utility costs and shall reflect the salvage value of the building or buildings, equipment, and furniture which become the property of the Contractor after release by the Engineer, except that the Department will pay that portion of the monthly long distance telephone bills that, when combined, exceed \$150."

80179

EQUIPMENT RENTAL RATES (BDE)

Effective: August 2, 2007

Revised: January 2, 2008

Replace the second and third paragraphs of Article 105.07(b)(4)a. of the Standard Specifications with the following:

"Equipment idled which cannot be used on other work, and which is authorized to standby on the project site by the Engineer, will be paid for according to Article 109.04(b)(4)."

Replace Article 109.04(b)(4) of the Standard Specifications with the following:

"(4) Equipment. Equipment used for extra work shall be authorized by the Engineer. The equipment shall be specifically described, be of suitable size and capacity for the work to be performed, and be in good operating condition. For such equipment, the Contractor will be paid as follows.

- a. Contractor Owned Equipment. Contractor owned equipment will be paid for by the hour using the applicable FHWA hourly rate from the "Equipment Watch Rental Rate Blue Book" (Blue Book) in effect when the force account work begins. The FHWA hourly rate is calculated as follows.

FHWA hourly rate = (monthly rate/176) x (model year adj.) x (Illinois adj.) + EOC

Where: EOC = Estimated Operating Costs per hour (from the Blue Book)

The time allowed will be the actual time the equipment is operating on the extra work. For the time required to move the equipment to and from the site of the extra work and any authorized idle (standby) time, payment will be made at the following hourly rate: 0.5 x (FHWA hourly rate - EOC).

All time allowed shall fall within the working hours authorized for the extra work.

The rates above include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs, overhaul and maintenance of any kind, depreciation, storage, overhead, profits, insurance, and all incidentals. The rates do not include labor.

The Contractor shall submit to the Engineer sufficient information for each piece of equipment and its attachments to enable the Engineer to determine the proper equipment category. If a rate is not established in the Blue Book for a particular piece of equipment, the Engineer will establish a rate for that piece of equipment that is consistent with its cost and use in the industry.

b. Rented Equipment. Whenever it is necessary for the Contractor to rent equipment to perform extra work, the rental and transportation costs of the equipment plus five percent for overhead will be paid. In no case shall the rental rates exceed those of established distributors or equipment rental agencies.

All prices shall be agreed to in writing before the equipment is used."

80189

HOT-MIX ASPHALT - FIELD VOIDS IN THE MINERAL AGGREGATE (BDE)

Effective: April 1, 2007

Add the following to the table in Article 1030.05(d)(2)a. of the Standard Specifications:

"Parameter	Frequency of Tests	Frequency of Tests	Test Method See Manual of Test Procedures for Materials
	High ESAL Mixture Low ESAL Mixture	All Other Mixtures	
VMA Note 5.	1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)	1 per day	Illinois-Modified AASHTO R 35

Note 5. The G_{sb} used in the voids in the mineral aggregate (VMA) calculation shall be the same average G_{sb} value listed in the mix design."

Add the following to the Control Limits table in Article 1030.05(d)(4) of the Standard Specifications:

"CONTROL LIMITS			
Parameter	High ESAL Low ESAL	High ESAL Low ESAL	All Other
	Individual Test	Moving Avg. of 4	Individual Test
VMA	-0.7 % ^{2/}	-0.5 % ^{2/}	N/A

2/ Allowable limit below minimum design VMA requirement"

Add the following to the table in Article 1030.05(d)(5) of the Standard Specifications:

"CONTROL CHART REQUIREMENTS	High ESAL Low ESAL	All Other
	VMA"	

Revise the heading of Article 1030.05(d)(6)a.1. of the Standard Specifications to read:

"1. Voids, VMA, and Asphalt Binder Content."

Revise the first sentence of the first paragraph of Article 1030.05(d)(6)a.1.(a.) of the Standard Specifications to read:

"If the retest for voids, VMA, or asphalt binder content exceeds control limits, HMA production shall cease and immediate corrective action shall be instituted by the Contractor."

Revise the table in Article 1030.05(e) of the Standard Specifications to read:

Test Parameter	Acceptable Limits of Precision
% Passing: ^{1/}	
1/2 in. (12.5 mm)	5.0 %
No. 4 (4.75 mm)	5.0 %
No. 8 (2.36 mm)	3.0 %
No. 30 (600 μ m)	2.0 %
Total Dust Content No. 200 (75 μ m) ^{1/}	2.2 %
Asphalt Binder Content	0.3 %
Maximum Specific Gravity of Mixture	0.026
Bulk Specific Gravity	0.030
VMA	1.4 %
Density (% Compaction)	1.0 % (Correlated)

^{1/} Based on washed ignition."

80181

HOT-MIX ASPHALT – PLANT TEST FREQUENCY (BDE)

Effective: April 1, 2008

Revise the table in Article 1030.05(d)(2)a. of the Standard Specifications to read:

"Parameter	Frequency of Tests	Frequency of Tests	Test Method
	High ESAL Mixture Low ESAL Mixture	All Other Mixtures	See Manual of Test Procedures for Materials
<p>Aggregate Gradation</p> <p>Hot bins for batch and continuous plants.</p> <p>Individual cold-feed or combined belt-feed for drier drum plants.</p> <p>% passing sieves: 1/2 in. (12.5 mm), No. 4 (4.75 mm), No. 8 (2.36 mm), No. 30 (600 μm) No. 200 (75 μm)</p> <p>Note 1.</p>	<p>1 dry gradation per day of production (either morning or afternoon sample). and 1 washed ignition oven test on the mix per day of production (conduct in the afternoon if dry gradation is conducted in the morning or vice versa).</p> <p>Note 3. Note 4.</p>	<p>1 gradation per day of production.</p> <p>The first day of production shall be a washed ignition oven test on the mix. Thereafter, the testing shall alternate between dry gradation and washed ignition oven test on the mix.</p> <p>Note 4.</p>	<p>Illinois Procedure</p>
<p>Asphalt Binder Content by Ignition Oven</p> <p>Note 2.</p>	<p>1 per half day of production</p>	<p>1 per day</p>	<p>Illinois-Modified AASHTO T 308</p>
<p>Air Voids</p> <p>Bulk Specific Gravity of Gyratory Sample</p>	<p>Day's production ≥ 1200 tons: 1 per half day of production</p> <p>Day's production < 1200 tons: 1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)</p>	<p>1 per day</p>	<p>Illinois-Modified AASHTO T 312</p>

"Parameter	Frequency of Tests High ESAL Mixture Low ESAL Mixture	Frequency of Tests All Other Mixtures	Test Method See Manual of Test Procedures for Materials
Maximum Specific Gravity of Mixture	Day's production \geq 1200 tons: 1 per half day of production	1 per day	Illinois-Modified AASHTO T 209"
	Day's production < 1200 tons: 1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)		

80201

HOT-MIX ASPHALT – TRANSPORTATION (BDE)

Effective: April 1, 2008

Revise Article 1030.08 of the Standard Specifications to read:

"1030.08 Transportation. Vehicles used in transporting HMA shall have clean and tight beds. The beds shall be sprayed with asphalt release agents from the Department's approved list. In lieu of a release agent, the Contractor may use a light spray of water with a light scatter of manufactured sand (FA 20 or FA 21) evenly distributed over the bed of the vehicle. After spraying, the bed of the vehicle shall be in a completely raised position and it shall remain in this position until all excess asphalt release agent or water has been drained.

When the air temperature is below 60 °F (15 °C), the bed, including the end, endgate, sides and bottom shall be insulated with fiberboard, plywood or other approved insulating material and shall have a thickness of not less than 3/4 in (20 mm). When the insulation is placed inside the bed, the insulation shall be covered with sheet steel approved by the Engineer. Each vehicle shall be equipped with a cover of canvas or other suitable material meeting the approval of the Engineer which shall be used if any one of the following conditions is present.

- (a) Ambient air temperature is below 60 °F (15 °C).
- (b) The weather is inclement.
- (c) The temperature of the HMA immediately behind the paver screed is below 250 °F (120 °C).

The cover shall extend down over the sides and ends of the bed for a distance of approximately 12 in. (300 mm) and shall be fastened securely. The covering shall be rolled back before the load is dumped into the finishing machine."

80202

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM / EROSION AND SEDIMENT CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: April 1, 2007

Revised: November 1, 2008

Revise Article 105.03(a) of the Standard Specifications to read:

“(a) National Pollutant Discharge Elimination System (NPDES) / Erosion and Sediment Control Deficiency Deduction. When the Engineer is notified or determines an erosion and/or sediment control deficiency(s) exists, or the Contractor’s activities represents a violation of the Department’s NPDES permits, the Engineer will notify and direct the Contractor to correct the deficiency within a specified time. The specified time, which begins upon notification to the Contractor, will be from 1/2 hour to 1 week based on the urgency of the situation and the nature of the work effort required. The Engineer will be the sole judge.

A deficiency may be any lack of repair, maintenance, or implementation of erosion and/or sediment control devices included in the contract, or any failure to comply with the conditions of the Department’s NPDES permits. A deficiency may also be applied to situations where corrective action is not an option such as the failure to participate in a jobsite inspection of the project, failure to install required measures prior to initiating earth moving operations, disregard of concrete washout requirements, or other disregard of the NPDES permit.

If the Contractor fails to correct a deficiency within the specified time, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency exists. The calendar day(s) will begin with notification to the Contractor and end with the Engineer’s acceptance of the correction. The daily monetary deduction will be either \$1000.00 or 0.05 percent of the awarded contract value, whichever is greater. For those deficiencies where corrective action was not an option, the monetary deduction will be immediate and will be valued at one calendar day.”

80180

PAYMENTS TO SUBCONTRACTORS (BDE)

Effective: June 1, 2000

Revised: January 1, 2006

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

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

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

When progress payments are made to the Contractor according to Article 109.07 of the Standard Specifications, the Contractor shall make a corresponding payment to each subcontractor and material supplier in proportion to the work satisfactorily completed by each subcontractor and for the material supplied to perform any work of the contract. The proportionate amount of partial payment due to each subcontractor and material supplier throughout the contracting chain shall be determined by the quantities measured or otherwise determined as eligible for payment by the Department and included in the progress payment to the Contractor. Subcontractors and material suppliers shall be paid by the Contractor within 15 calendar days after the receipt of payment from the Department. The Contractor shall not hold retainage from the subcontractors. These obligations shall also apply to any payments made by subcontractors and material suppliers to their subcontractors and material suppliers; and to all payments made to lower tier subcontractors and material suppliers throughout the contracting chain. Any payment or portion of a payment subject to this provision may only be withheld from the subcontractor or material supplier to whom it is due for reasonable cause.

This Special Provision does not create any rights in favor of any subcontractor or material supplier against the State or authorize any cause of action against the State on account of any payment, nonpayment, delayed payment, or interest claimed by application of the State Prompt Payment Act. The Department will not approve any delay or postponement of the 15 day requirement except for reasonable cause shown after notice and hearing pursuant to Section

| 7(b) of the State Prompt Payment Act. State law creates other and additional remedies available to any subcontractor or material supplier, regardless of tier, who has not been paid for work properly performed or material furnished. These remedies are a lien against public funds set forth in Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c), and a recovery on the Contractor's payment bond according to the Public Construction Bond Act, 30 ILCS 550.

80022

PERSONAL PROTECTIVE EQUIPMENT (BDE)

Effective: November 1, 2008

Revise the first sentence of Article 701.12 of the Standard Specifications to read:

“All personnel on foot, excluding flaggers, within the highway right-of-way shall wear a fluorescent orange, fluorescent yellow/green, or a combination of fluorescent orange and fluorescent yellow/green vest meeting the requirements of ANSI/ISEA 107-2004 for Conspicuity Class 2 garments.”

80209

PORTLAND CEMENT CONCRETE PLANTS (BDE)

Effective: January 1, 2007

Add the following to Article 1020.11(a) of the Standard Specifications.

- "(9) Use of Multiple Plants in the Same Construction Item. The Contractor may simultaneously use central-mixed, truck-mixed, and shrink-mixed concrete from more than one plant, for the same construction item, on the same day, and in the same pour. However, the following criteria shall be met.
- a. Each plant shall use the same cement, finely divided minerals, aggregates, admixtures, and fibers.
 - b. Each plant shall use the same mix design. However, material proportions may be altered slightly in the field to meet slump and air content criteria. Field water adjustments shall not result in a difference that exceeds 0.02 between plants for water/cement ratio. The required cement factor for central-mixed concrete shall be increased to match truck-mixed or shrink-mixed concrete, if the latter two types of mixed concrete are used in the same pour.
 - c. The maximum slump difference between deliveries of concrete shall be 3/4 in. (19 mm) when tested at the jobsite. If the difference is exceeded, but test results are within specification limits, the concrete may be used. The Contractor shall take immediate corrective action and shall test subsequent deliveries of concrete until the slump difference is corrected. For each day, the first three truck loads of delivered concrete from each plant shall be tested for slump by the Contractor. Thereafter, when a specified test frequency for slump is to be performed, it shall be conducted for each plant at the same time.
 - d. The maximum air content difference between deliveries of concrete shall be 1.5 percent when tested at the jobsite. If the difference is exceeded, but test results are within specification limits, the concrete may be used. The Contractor shall take immediate corrective action and shall test subsequent deliveries of concrete until the air content difference is corrected. For each day, the first three truck loads of delivered concrete from each plant shall be tested for air content by the Contractor. Thereafter, when a specified test frequency for air content is to be performed, it shall be conducted for each plant at the same time.
 - e. Strength tests shall be performed and taken at the jobsite for each plant. When a specified strength test is to be performed, it shall be conducted for each plant at the same time. The difference between plants for their mean strength shall not exceed 450 psi (3100 kPa) compressive and 80 psi (550 kPa) flexural. The strength standard deviation for each plant shall not exceed 650 psi (4480 kPa) compressive and 110 psi (760 kPa) flexural. The mean and standard deviation requirements shall apply to the test of record. If the strength difference requirements are exceeded, the Contractor shall take corrective action.

- f. The maximum haul time difference between deliveries of concrete shall be 15 minutes. If the difference is exceeded, but haul time is within specification limits, the concrete may be used. The Contractor shall take immediate corrective action and check subsequent deliveries of concrete until the haul time difference is corrected."

80170

RAILROAD PROTECTIVE LIABILITY INSURANCE (5 and 10) (BDE)

Effective: January 1, 2006

Description. Railroad Protective Liability and Property Damage Liability Insurance shall be carried according to Article 107.11 of the Standard Specifications, except the limits shall be a minimum of \$5,000,000 combined single limit per occurrence for bodily injury liability and property damage liability with an aggregate limit of \$10,000,000 over the life of the policy. A separate policy is required for each railroad unless otherwise noted.

NAMED INSURED & ADDRESS	NUMBER & SPEED OF PASSENGER TRAINS	NUMBER & SPEED OF FREIGHT TRAINS
<i>BNSF RAILWAY, INC. 151 N. LYON HEMET, CA 92543-3831</i>	<i>105, 35 MPH</i>	<i>40, 55 MPH</i>

DOT/AAR No.: *079 558C*
RR Division: *CHICAGO*

RR Mile Post: *36.31*
RR Sub-Division: *CHICAGO*

For Freight/Passenger Information Contact: *PATRICIA CASLER* Phone: *(312) 850-5680*
For Insurance Information Contact: *AIMEE AUSTIN* Phone: *(951) 658-4054*

DOT/AAR No.:
RR Division:

RR Mile Post:
RR Sub-Division:

For Freight/Passenger Information Contact:
For Insurance Information Contact:

Phone:
Phone:

Approval of Insurance. The original and one certified copy of each required policy shall be submitted to the following address for approval:

Illinois Department of Transportation
Bureau of Design and Environment
2300 South Dirksen Parkway, Room 326
Springfield, Illinois 62764

The Contractor will be advised when the Department has received approval of the insurance from the railroad(s). Before any work begins on railroad right-of-way, the Contractor shall submit to the Engineer evidence that the required insurance has been approved by the railroad(s). The Contractor shall also provide the Engineer with the expiration date of each required policy.

Basis of Payment. Providing Railroad Protective Liability and Property Damage Liability Insurance will be paid for at the contract unit price per Lump Sum for RAILROAD PROTECTIVE LIABILITY INSURANCE.

80157

REFLECTIVE SHEETING ON CHANNELIZING DEVICES (BDE)

Effective: April 1, 2007

Revised: November 1, 2008

Revise the seventh paragraph of Article 1106.02 of the Standard Specifications to read:

"At the time of manufacturing, the retroreflective prismatic sheeting used on channelizing devices shall meet or exceed the initial minimum coefficient of retroreflection as specified in the following table. Measurements shall be conducted according to ASTM E 810, without averaging. Sheeting used on cones, drums and flexible delineators shall be reboundable as tested according to ASTM D 4956. Prestriped sheeting for rigid substrates on barricades shall be white and orange. The sheeting shall be uniform in color and devoid of streaks throughout the length of each roll. The color shall conform to the latest appropriate standard color tolerance chart issued by the U.S. Department of Transportation, Federal Highway Administration, and to the daytime and nighttime color requirements of ASTM D 4956.

Initial Minimum Coefficient of Retroreflection candelas/foot candle/sq ft (candelas/lux/sq m) of material				
Observation Angle (deg.)	Entrance Angle (deg.)	White	Orange	Fluorescent Orange
0.2	-4	365	160	150
0.2	+30	175	80	70
0.5	-4	245	100	95
0.5	+30	100	50	40"

Revise the first sentence of the first paragraph of Article 1106.02(c) of the Standard Specifications to read:

"Barricades and vertical panels shall have alternating white and orange stripes sloping downward at 45 degrees toward the side on which traffic will pass."

Revise the third sentence of the first paragraph of Article 1106.02(d) of the Standard Specifications to read:

"The bottom panels shall be 8 x 24 in. (200 x 600 mm) with alternating white and orange stripes sloping downward at 45 degrees toward the side on which traffic will pass."

80183

REINFORCEMENT BARS (BDE)

Effective: November 1, 2005

Revised: January 2, 2008

Revise Article 1006.10(a) of the Standard Specifications to read:

" (a) Reinforcement Bars. Reinforcement bars will be accepted according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reinforcement Bar and/or Dowel Bar Plant Certification Procedure". The Department will maintain an approved list of producers.

(1) Reinforcement Bars (Non-Coated). Reinforcement bars shall be according to ASTM A 706 (A 706M), Grade 60 (420) for deformed bars and the following.

- a. For straight bars furnished in cut lengths and with a well-defined yield point, the yield point shall be determined as the elastic peak load, identified by a halt or arrest of the load indicator before plastic flow is sustained by the bar and dividing it by the nominal cross-sectional area of the bar.
- b. For bars without a well-defined yield point, including bars straightened from coils, the yield strength shall be determined by taking the corresponding load at 0.005 strain as measured by an extensometer (0.5% elongation under load) and dividing it by the nominal cross-sectional area of the bar.
- c. For bars straightened from coils or bars bent from fabrication, there shall be no upper limit on yield strength; and for bar designation Nos. 3 - 6 (10 - 19), the elongation after rupture shall be at least 9%.
- d. Heat Numbers. Bundles or bars at the construction site shall be marked or tagged with heat identification numbers of the bar producer.
- e. Guided Bend Test. Bars may be subject to a guided bend test across two pins which are free to rotate, where the bending force shall be centrally applied with a fixed or rotating pin of a certain diameter as specified in Table 3 of ASTM A 706 (A 706M). The dimensions and clearances of this guided bend test shall be according to ASTM E 190.
- f. Spiral Reinforcement. Spiral reinforcement shall be deformed or plain bars conforming to the above requirements or cold-drawn steel wire conforming to AASHTO M 32.

(2) Epoxy Coated Reinforcement Bars. Epoxy coated reinforcement bars shall be according to Article 1006.10(a)(1) and shall be epoxy coated according to AASHTO M 284 (M 284M) and the following.

- a. Certification. The epoxy coating applicator shall be certified according to the current Bureau of Materials and Physical Research Policy Memorandum, "Epoxy Coating Plant Certification Procedure". The Department will maintain an approved list.
- b. Coating Thickness. The thickness of the epoxy coating shall be 7 to 12 mils (0.18 to 0.30 mm). When spiral reinforcement is coated after fabrication, the thickness of the epoxy coating shall be 7 to 20 mils (0.18 to 0.50 mm).
- c. Cutting Reinforcement. Reinforcement bars may be sheared or sawn to length after coating, providing the end damage to the coating does not extend more than 0.5 in. (13 mm) back and the cut is patched before any visible rusting appears. Flame cutting will not be permitted."

80151

SEEDING (BDE)

Effective: July 1, 2004

Revised: January 1, 2009

Revise the following seeding mixtures shown in Table 1 of Article 250.07 of the Standard Specifications to read:

"Table 1 - SEEDING MIXTURES		
Class – Type	Seeds	lb/acre (kg/hectare)
2 Roadside Mixture 7/	Tall Fescue (Inferno, Tarheel II, Quest, Blade Runner, or Falcon IV)	100 (110)
	Perennial Ryegrass	50 (55)
	Creeping Red Fescue	40 (50)
	Red Top	10 (10)
2A Salt Tolerant Roadside Mixture 7/	Tall Fescue (Inferno, Tarheel II, Quest, Blade Runner, or Falcon IV)	60 (70)
	Perennial Ryegrass	20 (20)
	Red Fescue (Audubon, Sea Link, or Epic)	30 (20)
	Hard Fescue (Rescue 911, Spartan II, or Reliant IV)	30 (20)
	Fults Salt Grass 1/	60 (70)"

Revise Note 7 of Table 1 – Seeding Mixtures of Article 250.07 of the Standard Specifications to read:

"7/ In Districts 1 through 6, the planting times shall be April 1 to June 15 and August 1 to November 1. In Districts 7 through 9, the planting times shall be March 1 to June 1 and August 1 to November 15. Seeding may be performed outside these dates provided the Contractor guarantees a minimum of 75 percent uniform growth over the entire seeded area(s) after a period of establishment. Inspection dates for the period of establishment will be as follows: Seeding conducted in Districts 1 through 6 between June 16 and July 31 will be inspected after April 15 and seeding conducted between November 2 and March 31 will be inspected after September 15. Seeding conducted in Districts 7 through 9 between June 2 and July 31 will be inspected after April 15 and seeding conducted between November 16 and February 28 will be inspected after September 15. The guarantee shall be submitted to the Engineer in writing prior to performing the work. After the period of establishment, areas not exhibiting 75 percent uniform growth shall be interseeded or reseeded, as determined by the Engineer, at no additional cost to the Department."

Revise Table II of Article 1081.04(c)(6) of the Standard Specifications to read:

TABLE II						
Variety of Seeds	Hard Seed %	Purity %	Pure Live Seed %	Weed %	Secondary * Noxious Weeds No. per oz (kg)	Notes
	Max.	Min.	Min.	Max.	Max. Permitted	
Alfalfa	20	92	89	0.50	6 (211)	1/
Clover, Alsike	15	92	87	0.30	6 (211)	2/
Red Fescue, Audubon	0	97	82	0.10	3 (105)	-
Red Fescue, Creeping	-	97	82	1.00	6 (211)	-
Red Fescue, Epic	-	98	83	0.05	1 (35)	-
Red Fescue, Sea Link	-	98	83	0.10	3 (105)	-
Tall Fescue, Blade Runner	-	98	83	0.10	2 (70)	-
Tall Fescue, Falcon IV	-	98	83	0.05	1 (35)	-
Tall Fescue, Inferno	0	98	83	0.10	2 (70)	-
Tall Fescue, Tarheel II	-	97	82	1.00	6 (211)	-
Tall Fescue, Quest	0	98	83	0.10	2 (70)	-
Fults Salt Grass	0	98	85	0.10	2 (70)	-
Kentucky Bluegrass	-	97	80	0.30	7 (247)	4/
Oats	-	92	88	0.50	2 (70)	3/
Redtop	-	90	78	1.80	5 (175)	3/
Ryegrass, Perennial, Annual	-	97	85	0.30	5 (175)	3/
Rye, Grain, Winter	-	92	83	0.50	2 (70)	3/
Hard Fescue, Reliant IV	-	98	83	0.05	1 (35)	-
Hard Fescue, Rescue 911	0	97	82	0.10	3 (105)	-
Hard Fescue, Spartan II	-	98	83	0.10	3 (105)	-
Timothy	-	92	84	0.50	5 (175)	3/
Wheat, hard Red Winter	-	92	89	0.50	2 (70)	3/

Revise the first sentence of the first paragraph of Article 1081.04(c)(7) of the Standard Specifications to read:

"The seed quantities indicated per acre (hectare) for Prairie Grass Seed in Classes 3, 3A, 4, 4A, 6, and 6A in Article 250.07 shall be the amounts of pure, live seed per acre (hectare) for each species listed."

80131

SELF-CONSOLIDATING CONCRETE FOR CAST-IN-PLACE CONSTRUCTION (BDE)

Effective: November 1, 2005

Revised: January 1, 2009

Definition. Self-consolidating concrete is a flowable mixture that does not require mechanical vibration for consolidation.

Usage. Self-consolidating concrete may be used for cast-in-place concrete construction items involving Class MS, DS, and SI concrete.

Materials. Materials shall be according to Section 1021 of the Standard Specifications.

Mix Design Criteria. Article 1020.04 of the Standard Specifications shall apply, except as follows:

- (a) The cement factor shall be according to Article 1020.04 of the Standard Specifications. If the maximum cement factor is not specified, it shall not exceed 7.05 cwt/cu yd (418 kg/cu m). The cement factor shall not be reduced if a water-reducing, retarding, or high range water-reducing admixture is used.
- (b) The maximum allowable water/cement ratio shall be according to Article 1020.04 of the Standard Specifications or 0.44, whichever is lower.
- (c) The slump requirements shall not apply.
- (d) The coarse aggregate gradations shall be CA 13, CA 14, CA 16, or a blend of these gradations. CA 11 may be used when the Contractor provides satisfactory evidence to the Engineer that the mix will not segregate. The fine aggregate proportion shall be a maximum 50 percent by weight (mass) of the total aggregate used.
- (e) The slump flow range shall be ± 2 in. (± 50 mm) of the Contractor target value, and within the overall Department range of 20 in. (510 mm) minimum to 28 in. (710 mm) maximum.
- (f) The visual stability index shall be a maximum of 1.
- (g) The J-ring value shall be a maximum of 4 in. (100 mm). The Contractor may specify a lower maximum in the mix design.
- (h) The L-box blocking ratio shall be a minimum of 60 percent. The Contractor may specify a higher minimum in the mix design.
- (i) The column segregation index shall be a maximum 15 percent.
- (j) The hardened visual stability index shall be a maximum of 1.

Test Methods. Illinois Test Procedures SCC-1, SCC-2, SCC-3, SCC-4, SCC-5, SCC-6, and Illinois Modified AASHTO T 22, 23, 121, 126, 141, 152, 177, 196, and 309 shall be used for testing of self-consolidating concrete mixtures.

Mix Design Submittal. The Contractor's Level III PCC Technician shall submit a mix design according to the "Portland Cement Concrete Level III Technician" course manual, except target slump information is not applicable and will not be required. However, a slump flow target range shall be submitted. In addition, the design mortar factor may exceed 1.10 and durability test data will be waived.

A J-ring value shall be submitted if a lower mix design maximum will apply. An L-box blocking ratio shall be submitted if a higher mix design minimum will apply. The Contractor shall also indicate applicable construction items for the mix design.

Trial mixture information will be required by the Engineer. A trial mixture is a batch of concrete tested by the Contractor to verify the Contractor's mix design will meet specification requirements. Trial mixture information shall include test results as specified in the "Portland Cement Concrete Level III Technician" course manual. Test results shall also include slump flow, visual stability index, J-ring value, L-box blocking ratio, column segregation index, and hardened visual stability index. For the trial mixture, the slump flow shall be near the midpoint of the proposed slump flow target range.

Trial Batch. A minimum 2 cu yd (1.5 cu m) trial batch shall be produced, and the self-consolidating concrete admixture dosage proposed by the Contractor shall be used. The slump flow shall be within 1.0 in. (25 mm) of the maximum slump flow range specified by the Contractor, and the air content shall be within the top half of the allowable specification range.

The trial batch shall be scheduled a minimum of 21 calendar days prior to anticipated use and shall be performed in the presence of the Engineer.

The Contractor shall provide the labor, equipment, and materials to test the concrete. The mixture will be evaluated by the Engineer for strength, air content, slump flow, visual stability index, J-ring value, L-box blocking ratio, column segregation index, and hardened visual stability index.

Upon review of the test data from the trial batch, the Engineer will verify or deny the use of the mix design and notify the Contractor. Verification by the Engineer will include the Contractor's target slump flow range. If applicable, the Engineer will verify the Contractor's maximum J-ring value and minimum L-box blocking ratio.

A new trial batch will be required whenever there is a change in the source of any component material, proportions beyond normal field adjustments, dosage of the self-consolidating concrete admixture, batch sequence, mixing speed, mixing time, or as determined by the Engineer. The testing criteria for the new trial batch will be determined by the Engineer.

When necessary, the trial batches shall be disposed of according to Article 202.03 of the Standard Specifications.

Mixing Portland Cement Concrete. In addition to Article 1020.11 of the Standard Specifications, the mixing time for central-mixed concrete shall not be reduced as a result of a mixer performance test. Truck-mixed or shrink-mixed concrete shall be mixed in a truck mixer for a minimum of 100 revolutions.

Wash water, if used, shall be completely discharged from the drum or container before the succeeding batch is introduced.

The batch sequence, mixing speed, and mixing time shall be appropriate to prevent cement balls and mix foaming for central-mixed, truck-mixed, and shrink-mixed concrete.

Falsework and Forms. In addition to Articles 503.05 and 503.06 of the Standard Specifications, the Contractor shall ensure the design of the falsework and forms is adequate for the additional form pressure caused by the fluid concrete. Forms shall be tight to prevent leakage of fluid concrete.

When the form height for placing the self-consolidating concrete is greater than 10.0 ft (3.0 m), direct monitoring of form pressure shall be performed according to Illinois Test Procedure SCC-10. The monitoring requirement is a minimum, and the Contractor shall remain responsible for adequate design of the falsework and forms. A minimum of one sensor will be required below each point of concrete placement to measure the maximum pressure. The first sensor below the point of concrete placement shall be approximately 12 in. (300 mm) above the base of the formwork. Additional sensors shall be installed above the bottom sensor when the form height is greater than 10.0 ft (3.0 m) above the bottom sensor. The additional sensors shall be installed at a maximum vertical spacing of 10.0 ft (3.0 m). The Contractor shall record the formwork pressure during concrete placement. This information shall be used by the Contractor to prevent the placement rate from exceeding the maximum formwork pressure allowed, to monitor the thixotropic change in the concrete during the pour, and to make appropriate adjustments to the mix design. This information shall be provided to the Engineer during the pour.

Placing and Consolidating. Concrete placement and consolidation shall be according to Article 503.07 of the Standard Specifications, except as follows:

Revise the third paragraph of Article 503.07 of the Standard Specifications to read:

"Open troughs and chutes shall extend as nearly as practicable to the point of deposit. The drop distance of concrete shall not exceed 5 ft (1.5 m). If necessary, a tremie shall be used to meet this requirement. The maximum distance of horizontal flow from the point of deposit shall be 25 ft (7.6 m), unless approved otherwise by the Engineer. For drilled shafts, free fall placement will not be permitted."

Delete the seventh, eighth, ninth, and tenth paragraphs of Article 503.07 of the Standard Specifications.

Add to the end of the eleventh paragraph of Article 503.07 of the Standard Specifications the following:

"Concrete shall be rodded with a piece of lumber, conduit, or vibrator if the material has lost its fluidity prior to placement of additional concrete. The vibrator shall be the pencil head type with a maximum diameter or width of 1 in. (25 mm). Any other method for restoring the fluidity of the concrete shall be approved by the Engineer."

Quality Control by Contractor at Plant. The specified test frequencies for aggregate gradation, aggregate moisture, air content, unit weight/yield, and temperature shall be performed as indicated in the contract.

Slump flow, visual stability index, and J-ring or L-box tests shall be performed as needed to control production. The column segregation index test and hardened visual stability index test will not be required to be performed at the plant.

Quality Control by Contractor at Jobsite. The specified test frequencies for air content, strength, and temperature shall be performed as indicated in the contract.

Slump flow, visual stability index, and J-ring or L-box tests shall be performed on the first two truck deliveries of the day, and every 50 cu yd (40 cu m) thereafter. The Contractor shall select either the J-ring or L-box test for jobsite testing.

The column segregation index test will not be required to be performed at the jobsite. The hardened visual stability index test shall be performed on the first truck delivery of the day, and every 300 cu yd (230 cu m) thereafter. Slump flow, visual stability index, J-ring value or L-box blocking ratio, air content, and concrete temperature shall be recorded for each hardened visual stability index test.

The Contractor shall retain all hardened visual stability index cut cylinder specimens until the Engineer notifies the Contractor that the specimens may be discarded.

If mix foaming or other potential detrimental material is observed during placement or at the completion of the pour, the material shall be removed while the concrete is still plastic.

Quality Assurance by Engineer at Plant. For air content and aggregate gradation, quality assurance independent sample testing and split sample testing will be performed as indicated in the contract.

For slump flow, visual stability index, and J-ring or L-box tests, quality assurance independent sample testing and split sample testing will be performed as determined by the Engineer.

Quality Assurance by Engineer at Jobsite. For air content and strength, quality assurance independent sample testing and split sample testing will be performed as indicated in the contract.

For slump flow, visual stability index, J-ring or L-box, and hardened visual stability index tests, quality assurance independent sample testing will be performed as determined by the Engineer.

For slump flow and visual stability index quality assurance split sample testing, the Engineer will perform tests at the beginning of the project on the first three tests performed by the Contractor. Thereafter, a minimum of ten percent of total tests required of the Contractor will be performed per plant, which will include a minimum of one test per mix design. The acceptable limit of precision will be 1.5 in. (40 mm) for slump flow and a limit of precision will not apply to the visual stability index.

For the J-ring or the L-box quality assurance split sample testing, a minimum of 80 percent of the total tests required of the Contractor will be witnessed by the Engineer per plant, which will include a minimum of one witnessed test per mix design. The Engineer reserves the right to conduct quality assurance split sample testing. The acceptable limit of precision will be 1.5 in. (40 mm) for the J-ring value and ten percent for the L-box blocking ratio.

For each hardened visual stability index test performed by the Contractor, the cut cylinders shall be presented to the Engineer for determination of the rating. The Engineer reserves the right to conduct quality assurance split sample testing. A limit of precision will not apply to the hardened visual stability index.

80152

SILT FILTER FENCE (BDE)

Effective: January 1, 2008

For silt filter fence fabric only, revise Article 1080.02 of the Standard Specifications to read:

"1080.02 Geotextile Fabric. The fabric for silt filter fence shall be a woven fabric meeting the requirements of AASHTO M 288 for unsupported silt fence with less than 50 percent geotextile elongation."

Replace the last sentence of Article 1081.15(b) of the Standard Specifications with the following:

"Silt filter fence stakes shall be a minimum of 4 ft (1.2 m) long and made of either wood or metal. Wood stakes shall be 2 in. x 2 in. (50 mm x 50 mm). Metal stakes shall be a standard T or U shape having a minimum weight (mass) of 1.32 lb/ft (600 g/300 mm)."

80197

STEEL PLATE BEAM GUARDRAIL (BDE)

Effective: November 1, 2005

Revised: August 1, 2007

Revise the first paragraph of Article 1006.25 of the Standard Specifications to read:

"1006.25 Steel Plate Beam Guardrail. Steel plate beam guardrail, including bolts, nuts, and washers, shall be according to AASHTO M 180. The guardrail shall be Class A, with a Type II galvanized coating; except the weight (mass) of the coating for each side of the guardrail shall be at least 2.00 oz/sq ft (610 g/sq m). The coating will be determined for each side of the guardrail using the average of at least three non-destructive test readings taken on that side of the guardrail. The minimum average thickness for each side shall be 3.4 mils (86 μm)."

80153

STONE GRADATION TESTING (BDE)

Effective: November 1, 2007

Revise the first sentence of note 1/ of the Erosion Protection and Sediment Control Gradations table of Article 1005.01(c)(1) of the Standard Specifications to read:

“A maximum of 15 percent of the total test sample by weight may be oversize material.”

80191

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: April 2, 2005

To account for the preparatory work and 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 in accordance with Article 108.01 of the Standard Specifications, the Contractor shall make a mobilization payment to each subcontractor.

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

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

80143

TEMPORARY EROSION CONTROL (BDE)

Effective: November 1, 2002

Revised: January 1, 2008

Revise the third paragraph of Article 280.03 of the Standard Specifications to read:

"Erosion control systems shall be installed prior to beginning any activities which will potentially create erodible conditions. Erosion control systems for areas outside the limits of construction such as storage sites, plant sites, waste sites, haul roads, and Contractor furnished borrow sites shall be installed prior to beginning soil disturbing activities at each area. These offsite systems shall be designed by the Contractor and be subject to the approval of the Engineer."

Add the following paragraph after the third paragraph of Article 280.03 of the Standard Specifications:

"The temporary erosion and sediment control systems shown on the plans represent the minimum systems anticipated for the project. Conditions created by the Contractor's operations, or for the Contractor's convenience, which are not covered by the plans, shall be protected as directed by the Engineer at no additional cost to the Department. Revisions or modifications of the erosion and sediment control systems shall have the Engineer's written approval."

Add the following paragraph after the ninth paragraph of Article 280.07 of the Standard Specifications:

"Temporary or permanent erosion control systems required for areas outside the limits of construction will not be measured for payment."

Delete the tenth (last) paragraph of Article 280.08 of the Standard Specifications.

80087

TRAINING SPECIAL PROVISIONS (BDE) This Training Special Provision supersedes Section 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities," and is in implementation of 23 U.S.C. 140(a).

As part of the contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The contractor shall provide on-the-job training aimed at developing full journeyman in the type of trade or job classification involved. The number of trainees to be trained under this contract will be 4. In the event the contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within the reasonable area of recruitment. Prior to commencing construction, the contractor shall submit to the Illinois Department of Transportation for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Special Provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g. by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the Illinois Department of Transportation and the Federal Highway Administration. The Illinois Department of Transportation and the Federal Highway Administration shall approve a program, if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved by not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the Illinois Department of Transportation and the Federal Highway Administration. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training of persons in excess of the number specified herein. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the contractor and evidences a lack of good faith on the part of the contractor in meeting the requirement of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program.

It is not required that all trainees be on board for the entire length of the contract. A contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The contractor shall furnish the trainee a copy of the program he will follow in providing the training. The contractor shall provide each trainee with a certification showing the type and length of training satisfactorily complete.

The contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

METHOD OF MEASUREMENT The unit of measurement is in hours.

BASIS OF PAYMENT This work will be paid for at the contract unit price of 80 cents per hour for TRAINEES. The estimated total number of hours, unit price and total price have been included in the schedule of prices.

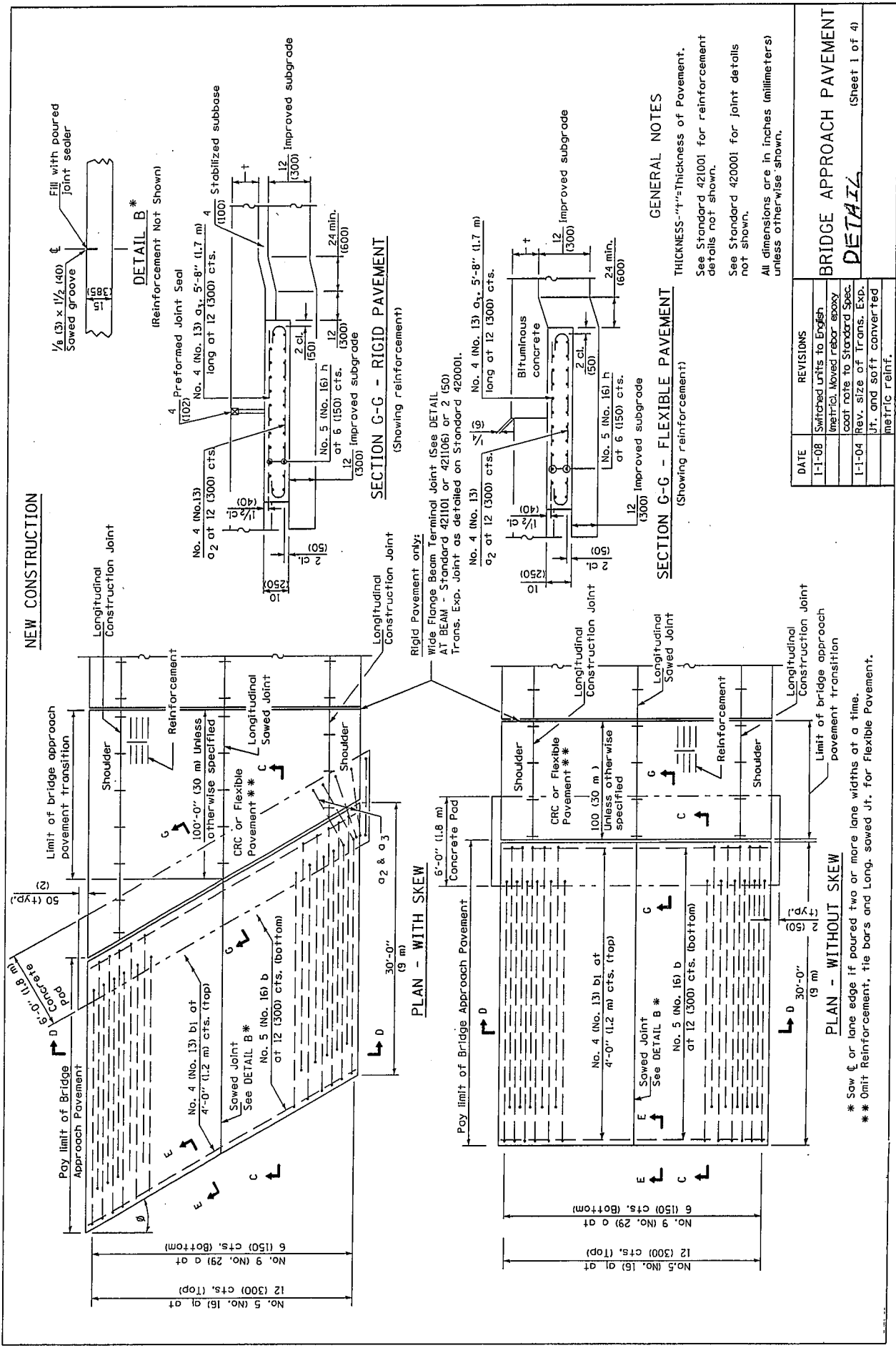
20338

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within *110* working days.

80071



NEW CONSTRUCTION

SECTION G-G - RIGID PAVEMENT
(Showing reinforcement)

SECTION G-G - FLEXIBLE PAVEMENT
(Showing reinforcement)

GENERAL NOTES

THICKNESS - "t" = Thickness of Pavement.
See Standard 421001 for reinforcement details not shown.
See Standard 420001 for joint details not shown.
All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-08	Switched units to English
	Imperial Moved rebar epoxy coat rate to Standard Spec.
1-1-04	Rev. size of Trans. Exp. Jt. and soft converted metric reinf.

BRIDGE APPROACH PAVEMENT
DETAIL (Sheet 1 of 4)

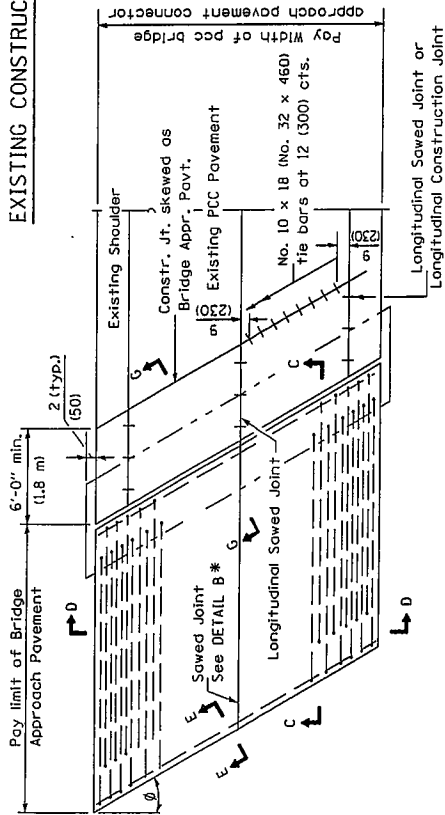
PLAN - WITH SKEW

PLAN - WITHOUT SKEW

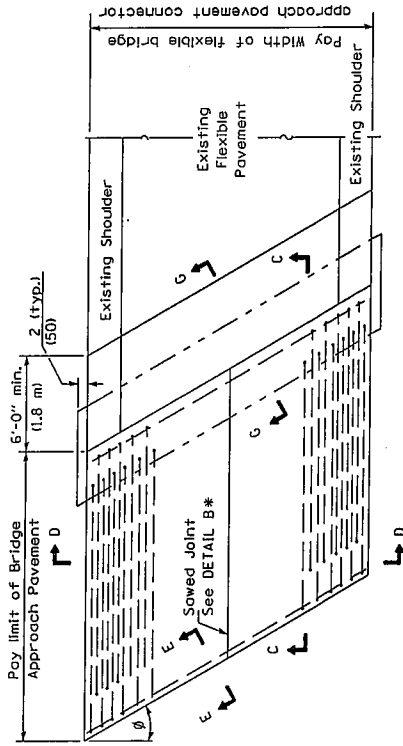
* Saw ℓ or lane edge if poured two or more lane widths at a time.
** Omit Reinforcement, tie bars and Long. sowed Jt. for Flexible Pavement.

135

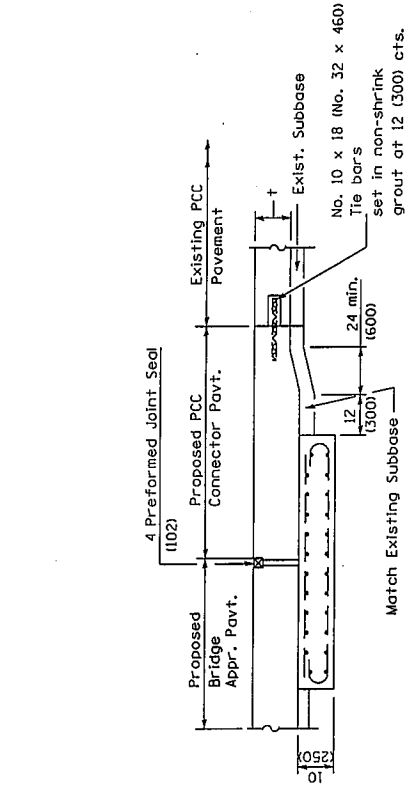
EXISTING CONSTRUCTION



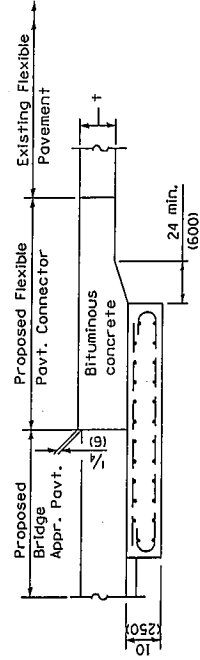
BRIDGE APPROACH PAVEMENT CONNECTOR (PCC)



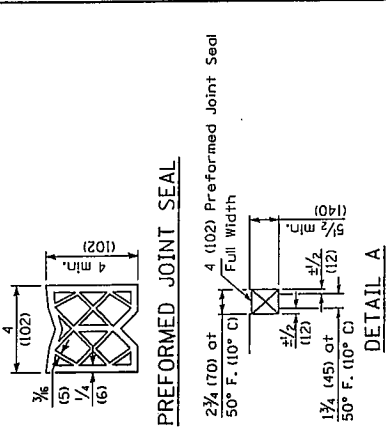
BRIDGE APPROACH PAVEMENT CONNECTOR (FLEXIBLE)



SECTION G-G - RIGID PAVEMENT



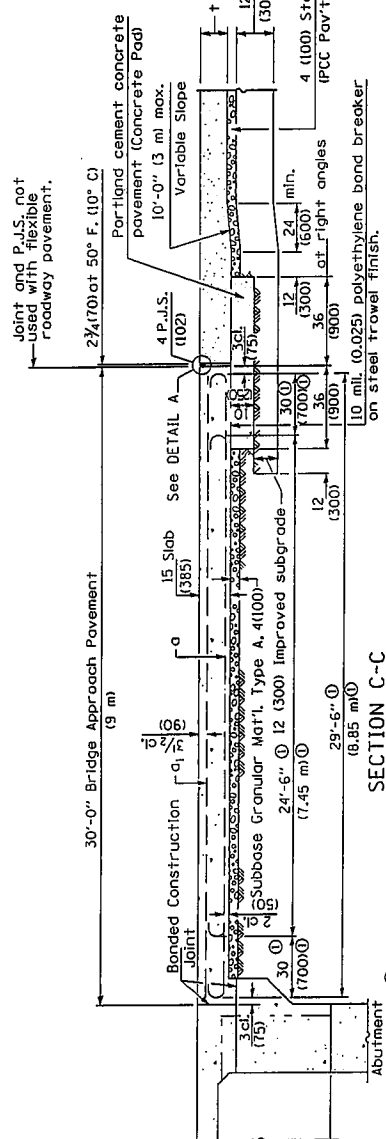
SECTION G-G - FLEXIBLE PAVEMENT



PREFORMED JOINT SEAL

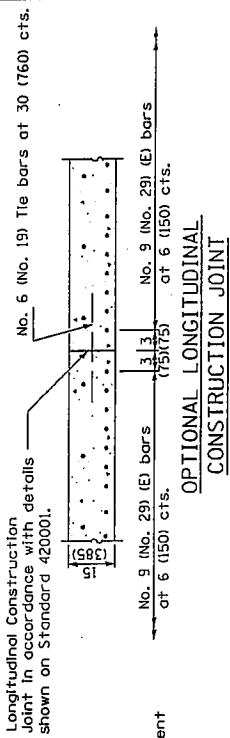
2 3/4 (70) at 50° F. (10° C)
4 (102) Preformed Joint Seal
Full Width
1/2 (12) at 50° F. (10° C)
1 1/4 (45) at 50° F. (10° C)

DETAIL A

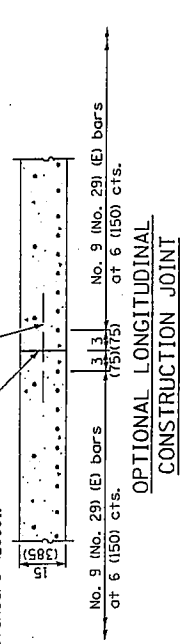


SECTION C-C

Stagger No. 9 (No. 29) a bars as shown on plan - full width

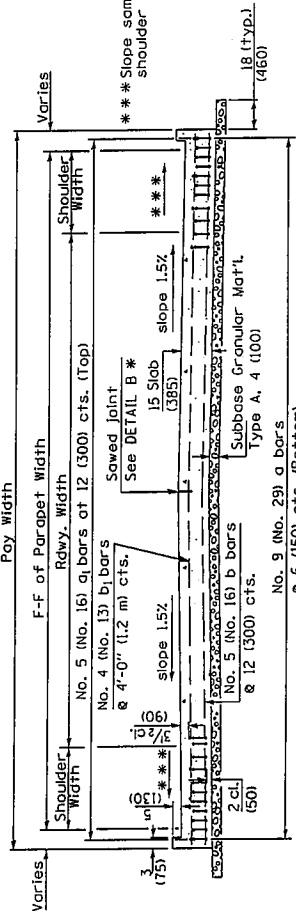


Longitudinal Construction Joint in accordance with details shown on Standard 42000.



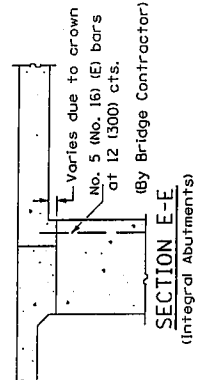
OPTIONAL LONGITUDINAL CONSTRUCTION JOINT

As approved by the Engineer, the Contractor may elect to reduce the widths of pour by use of the Optional Longitudinal Construction Joint shown. Joints shall be located at the edge of a traffic lane.



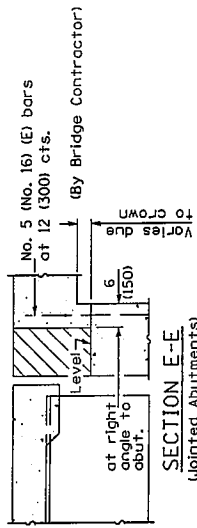
SECTION D-D

(See Plan for Dimensions not shown)



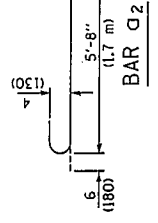
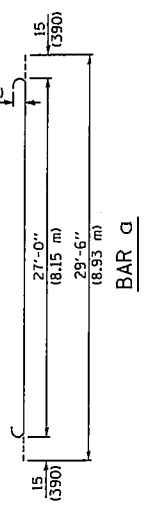
SECTION E-E

(Integral Abutments)



SECTION E-E

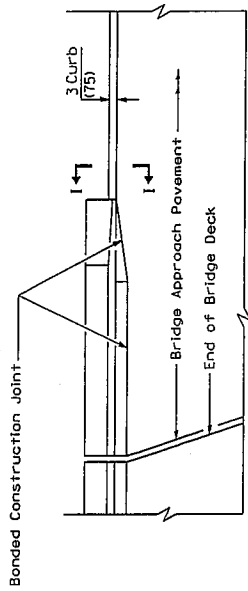
(Jointed Abutments)



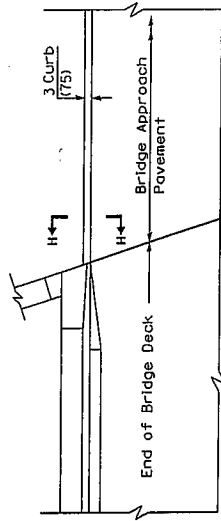
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(Sheet 3 of 4)

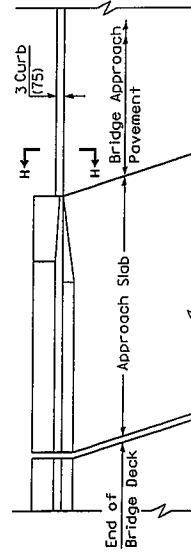
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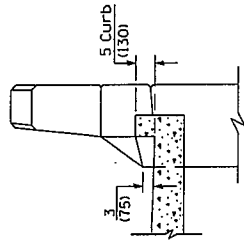
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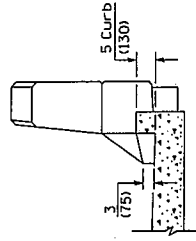
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PARAPEET TO CURB TRANSITION
VAULTED ABUTMENT



SECTION I - I



SECTION H - H

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

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ATTACHMENTS

- A. Employment Preference for Appalachian Contracts
(included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:
 - Section I, paragraph 2;
 - Section IV, paragraphs 1, 2, 3, 4 and 7;
 - Section V, paragraphs 1 and 2a through 2g.
5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
6. Selection of Labor: During the performance of this contract, the contractor shall not:
 - a. Discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
 - b. Employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60 (and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure 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, preapprenticeship, and/or on-the-job-training."

2. EEO Officer: The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for an 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.

3. Dissemination of Policy: 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:

a. 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.

b. 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.

c. 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 group employees.

d. 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.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employees referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish which such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. 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, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will 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 will periodically evaluate the spread of wages paid within each classification to determine any

evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will 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 will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will 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 will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women 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. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women 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 will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will 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

the SHA 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 women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, 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 quailifiable minority group persons and women. (The DOL 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 minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. 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 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. 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 the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women 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 women;

(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 contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, 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, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached

hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the

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contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

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

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

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

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where

appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or

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disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

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

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

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been

certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not

be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the

Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which cases such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV. 2. Any worker listed on a payroll

at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

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

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of

laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

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8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall, upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In

addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan

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or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period).

The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V.

This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

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

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

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S. C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for

inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all federal-aid contracts on the national highway system, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractors' own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with

or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a

whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract.

Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S. C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification,

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distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

“Whoever, being an officer, agent or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both.”

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more).

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 *et seq.*, as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*, as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency

(EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of

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any communication from the Director, Office of Federal Activities, EPA indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be

entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled

“Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the “Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs” (Nonprocurement List) which is compiled by the General Services Administration.

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

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in

paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “primary covered transaction,” “participant,” “person,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render

in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion-Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall

**MINIMUM WAGES FOR FEDERAL AND FEDERALLY
ASSISTED CONSTRUCTION CONTRACTS**

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision shall be the minimum paid by contractors and subcontractors to laborers and mechanics.

NOTICE

The most current **General Wage Determination Decisions** (wage rates) are available on the IDOT web site. They are located on the Letting and Bidding page at <http://www.dot.state.il.us/desenv/delett.html>.

In addition, ten (10) days prior to the letting, the applicable Federal wage rates will be e-mailed to subscribers. It is recommended that all contractors subscribe to the Federal Wage Rates List or the Contractor's Packet through IDOT's subscription service.

PLEASE NOTE: if you have already subscribed to the Contractor's Packet you will automatically receive the Federal Wage Rates.

The instructions for subscribing are at <http://www.dot.state.il.us/desenv/subsc.html>.

If you have any questions concerning the wage rates, please contact IDOT's Chief Contract Official at 217-782-7806.