

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

147

| |
|-----------------------|
| Proposal Submitted By |
| Name |
| Address |
| City |

Letting March 6, 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. 97366
BOND County
Section 99-00036-00-BR (Greenville)
Route ANDREWS DRIVE
Project ACHPP-HPP-4117(1)
District 8 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

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 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. 97366
BOND County
Section 99-00036-00-BR (Greenville)
Project ACHPP-HPP-4117(1)
Route ANDREWS DRIVE
District 8 Construction Funds**

Project consists of the construction of MSE retaining walls, construct a 2-span, 346'-9 1/8" steel beam bridge over U.S. Route 40, 2 tracks of the CSX Railroad and a future Illinois Western track, construct new alignment to carry Andrews Drive over U.S. Route 40, widening of U.S. Route 40 for the installation of right and left turn lanes at Andrews Drive and improvements to Wolf Industrial Drive, all located in the city of Greenville.

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.

STATE JOB # - C-98-003-01
 PPS NBR - 8-11125-0100

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 97366

ECMS002 DTGECM03 ECMR003 PAGE 1
 RUN DATE - 01/26/09
 RUN TIME - 183310

| | | | | | |
|-------------|------|------|-----------------------------|------------------------|---------------|
| COUNTY NAME | CODE | DIST | SECTION NUMBER | PROJECT NUMBER | ROUTE |
| BOND | 005 | 08 | 99-00036-00-BR (GREENVILLE) | ACHPP-HPP-4117/001/000 | ANDREWS DRIVE |

| ITEM NUMBER | PAY ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE DOLLARS | CENTS | TOTAL PRICE DOLLARS | CTS |
|-------------|-----------------------|-----------------|-------------|--------------------|-------|---------------------|-----|
| XX004056 | MECH ST EARTH RET WL | SQ FT | 7,562.000 | = | | | |
| XX007798 | AGG COL GRND IMPROVE | CU YD | 2,737.000 | = | | | |
| X0322886 | GRAT BOX CUL LOC 1 | EACH | 2.000 | = | | | |
| X0839900 | SAN SEW REMOV 6 | FOOT | 194.000 | = | | | |
| Z0013798 | CONSTRUCTION LAYOUT | L SUM | 1.000 | = | | | |
| Z0022800 | FENCE REMOVAL | FOOT | 338.000 | = | | | |
| Z0048665 | RR PROT LIABILITY INS | L SUM | 1.000 | = | | | |
| Z0056800 | SAN SEW 6 | FOOT | 195.000 | = | | | |
| 20200100 | EARTH EXCAVATION | CU YD | 4,760.000 | = | | | |
| 20400100 | BORROW EXCAV | CU YD | 125,922.000 | = | | | |
| 20800150 | TRENCH BACKFILL | CU YD | 50.500 | = | | | |
| 21101505 | TOPSOIL EXC & PLAC | CU YD | 3,729.000 | = | | | |
| 25000200 | SEEDING CL 2 | ACRE | 13.000 | = | | | |
| 25000350 | SEEDING CL 7 | ACRE | 24.000 | = | | | |
| 25000400 | NITROGEN FERT NUTR | POUND | 1,170.000 | = | | | |

ANDREWS
99-00036-00-BR (GREENVILLE)
BOND

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER - 97366

ECMS002 DTGECM03 ECMR003 PAGE 2
RUN DATE - 01/26/09
RUN TIME - 183310

| ITEM NUMBER | PAY ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE | | TOTAL PRICE | |
|-------------|-----------------------|-----------------|------------|------------|-------|-------------|-----|
| | | | | DOLLARS | CENTS | DOLLARS | CTS |
| 25000500 | PHOSPHORUS FERT NUTR | POUND | 1,170.000 | = | | | |
| 25000600 | POTASSIUM FERT NUTR | POUND | 1,170.000 | X | | | |
| 25000700 | AGR GROUND LIMESTONE | TON | 26.000 | X | | | |
| 25100115 | MULCH METHOD 2 | ACRE | 12.000 | X | | | |
| 25100630 | EROSION CONTR BLANKET | SQ YD | 4,424.000 | X | | | |
| 28000250 | TEMP EROS CONTR SEED | POUND | 2,400.000 | X | | | |
| 28000300 | TEMP DITCH CHECKS | EACH | 65.000 | X | | | |
| 28000400 | PERIMETER EROS BAR | FOOT | 2,350.000 | X | | | |
| 28000500 | INLET & PIPE PROTECT | EACH | 8.000 | X | | | |
| 28100205 | STONE RIPRAP CL A3 | TON | 132.000 | X | | | |
| 28100207 | STONE RIPRAP CL A4 | TON | 71.000 | X | | | |
| 28200200 | FILTER FABRIC | SQ YD | 370.000 | X | | | |
| 30200550 | PROCESS MOD SOIL 10 | SQ YD | 16,367.000 | X | | | |
| 30201500 | LIME | TON | 385.600 | X | | | |
| 31000300 | PR LIM STAB SOIL M 8 | SQ YD | 2,119.000 | X | | | |

ANDREWS
99-00036-00-BR (GREENVILLE)
BOND

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER - 97366

ECMS002 DTGECM03 ECMR003 PAGE 3
RUN DATE - 01/26/09
RUN TIME - 183310

| ITEM NUMBER | PAY ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE | | TOTAL PRICE | |
|-------------|----------------------|-----------------|-----------|------------|-------|-------------|-----|
| | | | | DOLLARS | CENTS | DOLLARS | CTS |
| 31100300 | SUB GRAN MAT A 4 | SQ YD | 9,410.000 | = | | | |
| 31102100 | SUB GRAN MAT C 4 | SQ YD | 3,521.000 | = | | | |
| 40200800 | AGG SURF CSE B | TON | 83.000 | = | | | |
| 40300100 | BIT MATLS PR CT | GALLON | 4,451.000 | = | | | |
| 40300300 | BIT MATLS C&S CT | GALLON | 848.000 | = | | | |
| 40300500 | COVER COAT AGG | TON | 16.000 | = | | | |
| 40300600 | SEAL COAT AGG | TON | 16.000 | = | | | |
| 40600982 | HMA SURF REM BUTT JT | SQ YD | 115.000 | = | | | |
| 40603000 | HMA BC IL-12.5 N50 | TON | 438.000 | = | | | |
| 40603315 | HMA SC "C" N70 | TON | 342.000 | = | | | |
| 40701951 | HMA PAVT FD 13 1/2 | SQ YD | 3,246.000 | = | | | |
| 42000301 | PCC PVT 8 JOINTED | SQ YD | 8,257.000 | = | | | |
| 42001165 | BR APPR PAVT | SQ YD | 220.000 | = | | | |
| 42001300 | PROTECTIVE COAT | SQ YD | 8,477.000 | = | | | |
| 44000100 | PAVEMENT REM | SQ YD | 3,151.000 | = | | | |

ANDREWS
99-00036-00-BR (GREENVILLE)
BOND

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER - 97366

ECMS002 DTGECM03 ECRM003 PAGE 4
RUN DATE - 01/26/09
RUN TIME - 183310

| ITEM NUMBER | PAY ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE | | TOTAL PRICE | |
|-------------|----------------------|-----------------|-----------|------------|-------|-------------|-----|
| | | | | DOLLARS | CENTS | DOLLARS | CTS |
| 44000162 | HMA SURF REM 3 1/4 | SQ YD | 3,915.000 | = | | | |
| 44000200 | DRIVE PAVEMENT REM | SQ YD | 348.000 | = | | | |
| 44000500 | COMB CURB GUTTER REM | FOOT | 514.000 | = | | | |
| 44003100 | MEDIAN REMOVAL | SQ FT | 180.000 | = | | | |
| 44300200 | STRIP REF CR CON TR | FOOT | 2,813.000 | = | | | |
| 48203029 | HMA SHOULDERS 8 | SQ YD | 4,060.000 | = | | | |
| 50104400 | CONC HDWL REM | EACH | 1.000 | = | | | |
| 50105220 | PIPE CULVERT REMOV | FOOT | 90.000 | = | | | |
| 50200100 | STRUCTURE EXCAVATION | CU YD | 1,116.000 | = | | | |
| 50300225 | CONC STRUCT | CU YD | 259.900 | = | | | |
| 50300255 | CONC SUP-STR | CU YD | 401.700 | = | | | |
| 50300260 | BR DECK GROOVING | SQ YD | 1,141.000 | = | | | |
| 50300285 | FORM LINER TEX SURF | SQ FT | 1,040.000 | = | | | |
| 50300300 | PROTECTIVE COAT | SQ YD | 1,512.000 | = | | | |
| 50500105 | F & E STRUCT STEEL | L SUM | 1.000 | = | | | |

ANDREWS
99-00036-00-BR (GREENVILLE)
BOND

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER - 97366

ECMS002 DTGECM03 ECRM003 PAGE 5
RUN DATE - 01/26/09
RUN TIME - 183310

| ITEM NUMBER | PAY ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE | | TOTAL PRICE | CTS |
|-------------|-----------------------|-----------------|-------------|------------|-------|-------------|-----|
| | | | | DOLLARS | CENTS | | |
| 50500505 | STUD SHEAR CONNECTORS | EACH | 2,250.000 | = | | | |
| 50800205 | REINF BARS, EPOXY CTD | POUND | 120,300.000 | = | | | |
| 50800515 | BAR SPLICERS | EACH | 68.000 | = | | | |
| 50901730 | BRIDGE FENCE RAILING | FOOT | 340.000 | = | | | |
| 50901760 | PIPE HANDRAIL | FOOT | 289.000 | = | | | |
| 51200959 | FUR M S PILE 14X0.312 | FOOT | 540.000 | = | | | |
| 51202305 | DRIVING PILES | FOOT | 540.000 | = | | | |
| 51203200 | TEST PILE MET SHELLS | EACH | 1.000 | = | | | |
| 51500100 | NAME PLATES | EACH | 1.000 | = | | | |
| 52000110 | PREF JT STRIP SEAL | FOOT | 71.000 | = | | | |
| 52100020 | ELAST BEARING ASSY T2 | EACH | 10.000 | = | | | |
| 52100540 | ANCHOR BOLTS 1 1/2 | EACH | 30.000 | = | | | |
| 54001001 | BOX CUL END SEC C1 | EACH | 2.000 | = | | | |
| 54010303 | PCBC 3X3 | FOOT | 13.500 | = | | | |
| 542A1063 | P CUL CL A 2 18 | FOOT | 114.000 | = | | | |

ANDREWS
99-00036-00-BR (GREENVILLE)
BOND

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER - 97366

ECMS002 DTGECM03 ECMR003 PAGE 6
RUN DATE - 01/26/09
RUN TIME - 183310

| ITEM NUMBER | PAY ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE | | TOTAL PRICE | |
|-------------|-----------------------|-----------------|-----------|------------|-------|-------------|-----|
| | | | | DOLLARS | CENTS | DOLLARS | CTS |
| 542A1081 | P CUL CL A 2 36 | FOOT | 69.000 | = | | | |
| 54207165 | P CUL 1 RC-E EQRS 30 | FOOT | 90.000 | = | | | |
| 54207780 | P CUL 1 GS/A EQ RS 15 | FOOT | 29.000 | = | | | |
| 5421C012 | P CUL CL C 1 12 TEMP | FOOT | 31.000 | = | | | |
| 54213447 | END SECTIONS 12 | EACH | 4.000 | = | | | |
| 54213663 | PRC FLAR END SEC 18 | EACH | 2.000 | = | | | |
| 54213681 | PRC FLAR END SEC 36 | EACH | 2.000 | = | | | |
| 54214290 | END SEC EQV R-S 15 | EACH | 2.000 | = | | | |
| 54214725 | PRCF END S EL EQRS 30 | EACH | 4.000 | = | | | |
| 54248515 | CONCRETE COLLAR | EACH | 1.000 | = | | | |
| 58700300 | CONCRETE SEALER | SQ FT | 1,144.000 | = | | | |
| 60100945 | PIPE DRAINS 12 | FOOT | 449.000 | = | | | |
| 60600097 | CLASS SI CONC OUT SPL | CU YD | 2.000 | = | | | |
| 60604400 | COMB CC&G TB6.18 | FOOT | 260.000 | = | | | |
| 60900515 | CONC THRUST BLOCKS | EACH | 4.000 | = | | | |

ANDREWS
99-00036-00-BR (GREENVILLE)
BOND

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER - 97366

ECMS002 DTGECM03 ECMR003 PAGE 7
RUN DATE - 01/26/09
RUN TIME - 183310

| ITEM NUMBER | PAY ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE | | TOTAL PRICE | |
|-------------|-----------------------|-----------------|----------|------------|-------|-------------|-----|
| | | | | DOLLARS | CENTS | DOLLARS | CTS |
| 61000120 | TE INLT BX 610001 SPL | EACH | 4.000 | | | | |
| 61100500 | EXPLOR TRENCH 52 | FOOT | 200.000 | | | | |
| 61101013 | STORM SEW PROT A 12 | FOOT | 200.000 | | | | |
| 61133100 | FLD TILE JUN VAULT 2D | EACH | 4.000 | | | | |
| 61139900 | STORM SEWER SPEC 6 | FOOT | 200.000 | | | | |
| 61140000 | STORM SEWER SPEC 8 | FOOT | 200.000 | | | | |
| 61140200 | STORM SEWER SPEC 12 | FOOT | 200.000 | | | | |
| 63000000 | SPBGR TY A | FOOT | 75.000 | | | | |
| 63100045 | TRAF BAR TERM T2 | EACH | 2.000 | | | | |
| 63100085 | TRAF BAR TERM T6 | EACH | 4.000 | | | | |
| 63100167 | TR BAR TRM T1 SPL TAN | EACH | 2.000 | | | | |
| 66101150 | HMA SHLD CURB | FOOT | 46.000 | | | | |
| 67000400 | ENGR FIELD OFFICE A | CAL MO | 18.000 | | | | |
| 67100100 | MOBILIZATION | L SUM | 1.000 | | | | |
| 70100460 | TRAF CONT-PROT 701306 | L SUM | 1.000 | | | | |

ANDREWS
99-00036-00-BR (GREENVILLE)
BOND

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER - 97366

ECMS002 DTGECM03 ECMR003 PAGE 8
RUN DATE - 01/26/09
RUN TIME - 183310

| ITEM NUMBER | PAY ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE | | TOTAL PRICE | |
|-------------|-----------------------|-----------------|-----------|------------|-------|-------------|-----|
| | | | | DOLLARS | CENTS | DOLLARS | CTS |
| 70100500 | TRAF CONT-PROT 701326 | L SUM | 1.000 | = | | | |
| 70103700 | TRAF CONT COMPL | L SUM | 1.000 | = | | | |
| 70300100 | SHORT-TERM PAVT MKING | FOOT | 675.000 | = | | | |
| 70300230 | TEMP PVT MK LINE 5 | FOOT | 2,117.000 | = | | | |
| 70301000 | WORK ZONE PAVT MK REM | SQ FT | 337.000 | = | | | |
| 72000100 | SIGN PANEL T1 | SQ FT | 75.000 | = | | | |
| 72800100 | TELES STL SIN SUPPORT | FOOT | 3.000 | = | | | |
| 72900100 | METAL POST TY A | FOOT | 24.000 | = | | | |
| 72900200 | METAL POST TY B | FOOT | 185.000 | = | | | |
| 73100100 | BASE TEL STL SIN SUPP | EACH | 1.000 | = | | | |
| 78000100 | THPL PVT MK LTR & SYM | SQ FT | 156.000 | = | | | |
| 78000200 | THPL PVT MK LINE 4 | FOOT | 638.000 | = | | | |
| 78000300 | THPL PVT MK LINE 5 | FOOT | 8,975.000 | = | | | |
| 78000500 | THPL PVT MK LINE 8 | FOOT | 361.000 | = | | | |
| 78000600 | THPL PVT MK LINE 12 | FOOT | 543.000 | = | | | |

ANDREWS
99-00036-00-BR (GREENVILLE)
BOND

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER - 97366

ECMS002 DTGECM03 ECRM003 PAGE 9
RUN DATE - 01/26/09
RUN TIME - 183310

| ITEM NUMBER | PAY ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE | | TOTAL PRICE | |
|-------------|-----------------------|-----------------|------------|------------|-------|-------------|-----|
| | | | | DOLLARS | CENTS | DOLLARS | CTS |
| 78000650 | THPL PVT MK LINE 24 | FOOT | 30.000 | | | | |
| 78008200 | POLYUREA PM T1 LTR-SY | SQ FT | 31.200 | | | | |
| 78008210 | POLYUREA PM T1 LN 4 | FOOT | 120.000 | | | | |
| 78008220 | POLYUREA PM T1 LN 5 | FOOT | 12,292.000 | | | | |
| 78008270 | POLYUREA PM T1 LN 24 | FOOT | 32.000 | | | | |
| 78100100 | RAISED REFL PAVT MKR | EACH | 105.000 | | | | |
| 78200410 | GUARDRAIL MKR TYPE A | EACH | 8.000 | | | | |
| 78201000 | TERMINAL MARKER - DA | EACH | 2.000 | | | | |
| TOTAL | | | | \$ | | | |

- NOTE:
- EACH PAY ITEM SHOULD HAVE A UNIT PRICE AND A TOTAL PRICE.
 - 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.
 - IF A UNIT PRICE IS OMITTED, THE TOTAL PRICE WILL BE DIVIDED BY THE QUANTITY IN ORDER TO ESTABLISH A UNIT PRICE.
 - 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.

N. Registration with the State Board of Elections.

Public Act 95-0971, amending the Illinois Procurement Code, 30 ILCS 500, adding new sections 20-160 and 50-37, and Executive Order 3 (2008) establish new requirements affecting contributions that contractors, consultants, vendors and bidders, including affiliated persons and entities, may make to state officeholders, declared candidates for state offices and political organizations established to benefit such officeholders and candidates. These provisions do not apply to federal-aid contracts.

By submission of a bid, the bidder acknowledges and agrees that it has read and understands the requirements of PA 95-0971 and Executive Order 3 (2008), including but not limited to, all reporting requirements and all restrictions on soliciting and making contributions to state officeholders, declared candidates for state offices and covered political organizations that promote the candidacy of an officeholder or declared candidate for office. In addition, the bidder makes the following certifications:

- (1) As to Executive Order 3 (2008), the bidder certifies that no contribution will be made that would violate the order, and that the bidder will report all contributions as required by the order.
- (2) As to PA 95-0971, the bidder shall check either of the following certifications that apply:

The bidder is not required to register as a business entity with the State Board of Elections.

The bidder has registered as a business entity with the State Board of Elections, and acknowledges a continuing duty to update the registration as required the Act. **A copy of the time-stamped certificate of registration is enclosed with the bid. The Department will not award this contract without the submission of a certificate of registration.**

In accordance with Article 101.09 of the Standard Specifications for Road and Bridge Construction, this certification shall be part of the contract. Compliance with PA 95-0971 and Executive Order 3 (2008) is a material part of the contract and any breach shall be cause to void the contract under Section 50-60 of the Illinois Procurement Code.

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. 97366
BOND County
Section 99-00036-00-BR (Greenville)
Project ACHPP-HPP-4117(1)
Route ANDREWS DRIVE
District 8 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. 97366
BOND County
Section 99-00036-00-BR (Greenville)
Project ACHPP-HPP-4117(1)
Route ANDREWS DRIVE
District 8 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 (Signature & Title) By: (Signature of Attorney-in-Fact)

Notary Certification for Principal and Surety

STATE OF ILLINOIS,
County of

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

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

Given under my hand and notarial seal this day of A.D.
My commission expires
Notary Public

In lieu of completing the above section of the Proposal Bid Form, the Principal may file an Electronic Bid Bond. By signing the proposal and marking the check box next to the Signature and Title line below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the 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. 97366
BOND County
Section 99-00036-00-BR (Greenville)
Project ACHPP-HPP-4117(1)
Route ANDREWS DRIVE
District 8 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., March 6, 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. 97366
BOND County
Section 99-00036-00-BR (Greenville)
Project ACHPP-HPP-4117(1)
Route ANDREWS DRIVE
District 8 Construction Funds**

Project consists of the construction of MSE retaining walls, construct a 2-span, 346'-9 1/8" steel beam bridge over U.S. Route 40, 2 tracks of the CSX Railroad and a future Illinois Western track, construct new alignment to carry Andrews Drive over U.S. Route 40, widening of U.S. Route 40 for the installation of right and left turn lanes at Andrews Drive and improvements to Wolf Industrial Drive, all located in the city of Greenville.

- 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)

SUPPLEMENTAL SPECIFICATIONS

| <u>Std. Spec. Sec.</u> | <u>Page No.</u> |
|---|-----------------|
| 201 Clearing, Tree Removal and Protection | 1 |
| 205 Embankment | 2 |
| 251 Mulch | 3 |
| 253 Planting Woody Plants | 4 |
| 280 Temporary Erosion Control | 6 |
| 443 Reflective Crack Control Treatment | 7 |
| 502 Excavation for Structures | 10 |
| 503 Concrete Structures | 11 |
| 504 Precast Concrete Structures | 12 |
| 505 Steel Structures | 13 |
| 540 Box Culverts | 14 |
| 581 Waterproofing Membrane System | 15 |
| 633 Removing and Reerecting Guardrail and Terminals | 16 |
| 669 Removal and Disposal of Regulated Substances | 17 |
| 672 Sealing Abandoned Water Wells | 18 |
| 701 Work Zone Traffic Control and Protection | 19 |
| 733 Overhead Sign Structures | 20 |
| 783 Pavement Marking and Marker Removal | 21 |
| 801 Electrical Requirements | 22 |
| 805 Electrical Service Installation – Traffic Signals | 23 |
| 836 Pole Foundation | 24 |
| 838 Breakaway Devices | 25 |
| 862 Uninterruptable Power Supply | 26 |
| 873 Electric Cable | 28 |
| 878 Traffic Signal Concrete Foundation | 30 |
| 1004 Coarse Aggregates | 31 |
| 1008 Structural Steel Coatings | 32 |
| 1010 Finely Divided Materials | 33 |
| 1020 Portland Cement Concrete | 34 |
| 1022 Concrete Curing Materials | 43 |
| 1024 Nonshrink Grout | 44 |
| 1042 Precast Concrete Products | 45 |
| 1062 Reflective Crack Control System | 47 |
| 1069 Pole and Tower | 49 |
| 1074 Control Equipment | 52 |
| 1076 Wire and Cable | 57 |
| 1081 Materials for Planting | 58 |
| 1083 Elastomeric Bearings | 60 |
| 1094 Overhead Sign Structures | 61 |
| 1101 General Equipment | 62 |
| 1102 Hot-Mix Asphalt Equipment | 63 |
| 1106 Work Zone Traffic Control Devices | 64 |

RECURRING SPECIAL PROVISIONS

The following RECURRING SPECIAL PROVISIONS indicated by an "X" are applicable to this contract and are included by reference:

| <u>CHECK SHEET #</u> | <u>PAGE NO.</u> |
|---|---|
| 1 <input checked="" type="checkbox"/> | Additional State Requirements For Federal-Aid Construction Contracts (Eff. 2-1-69) (Rev. 1-1-07) 65 |
| 2 <input checked="" type="checkbox"/> | Subletting of Contracts (Federal-Aid Contracts) (Eff. 1-1-88) (Rev. 5-1-93) 67 |
| 3 <input checked="" type="checkbox"/> | EEO (Eff. 7-21-78) (Rev. 11-18-80) 68 |
| 4 <input type="checkbox"/> | Specific Equal Employment Opportunity Responsibilities Non Federal-Aid Contracts (Eff. 3-20-69) (Rev. 1-1-94) 78 |
| 5 <input type="checkbox"/> | Required Provisions - State Contracts (Eff. 4-1-65) (Rev. 1-1-07) 83 |
| 6 <input type="checkbox"/> | Reserved 88 |
| 7 <input type="checkbox"/> | Reserved 89 |
| 8 <input type="checkbox"/> | Haul Road Stream Crossings, Other Temporary Stream Crossings, and In-Stream Work Pads (Eff. 1-2-92) (Rev. 1-1-98) 90 |
| 9 <input type="checkbox"/> | Construction Layout Stakes Except for Bridges (Eff. 1-1-99) (Rev. 1-1-07) 91 |
| 10 <input checked="" type="checkbox"/> | Construction Layout Stakes (Eff. 5-1-93) (Rev. 1-1-07) 94 |
| 11 <input type="checkbox"/> | Use of Geotextile Fabric for Railroad Crossing (Eff. 1-1-95) (Rev. 1-1-07) 97 |
| 12 <input type="checkbox"/> | Subsealing of Concrete Pavements (Eff. 11-1-84) (Rev. 1-1-07) 99 |
| 13 <input type="checkbox"/> | Hot-Mix Asphalt Surface Correction (Eff. 11-1-87) (Rev. 1-1-09) 103 |
| 14 <input type="checkbox"/> | Pavement and Shoulder Resurfacing (Eff. 2-1-00) (Rev. 1-1-09) 105 |
| 15 <input type="checkbox"/> | PCC Partial Depth Hot-Mix Asphalt Patching (Eff. 1-1-98) (Rev. 1-1-07) 106 |
| 16 <input type="checkbox"/> | Patching with Hot-Mix Asphalt Overlay Removal (Eff. 10-1-95) (Rev. 1-1-07) 108 |
| 17 <input type="checkbox"/> | Polymer Concrete (Eff. 8-1-95) (Rev. 1-1-08) 109 |
| 18 <input type="checkbox"/> | PVC Pipeliner (Eff. 4-1-04) (Rev. 1-1-07) 111 |
| 19 <input type="checkbox"/> | Pipe Underdrains (Eff. 9-9-87) (Rev. 1-1-07) 112 |
| 20 <input checked="" type="checkbox"/> | Guardrail and Barrier Wall Delineation (Eff. 12-15-93) (Rev. 1-1-97) 113 |
| 21 <input type="checkbox"/> | Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-07) 117 |
| 22 <input type="checkbox"/> | Temporary Modular Glare Screen System (Eff. 1-1-00) (Rev. 1-1-07) 119 |
| 23 <input type="checkbox"/> | Temporary Portable Bridge Traffic Signals (Eff. 8-1-03) (Rev. 1-1-07) 121 |
| 24 <input type="checkbox"/> | Work Zone Public Information Signs (Eff. 9-1-02) (Rev. 1-1-07) 123 |
| 25 <input type="checkbox"/> | Night Time Inspection of Roadway Lighting (Eff. 5-1-96) 124 |
| 26 <input type="checkbox"/> | English Substitution of Metric Bolts (Eff. 7-1-96) 125 |
| 27 <input type="checkbox"/> | English Substitution of Metric Reinforcement Bars (Eff. 4-1-96) (Rev. 1-1-03) 126 |
| 28 <input type="checkbox"/> | Calcium Chloride Accelerator for Portland Cement Concrete (Eff. 1-1-01) 127 |
| 29 <input type="checkbox"/> | Reserved 128 |
| 30 <input type="checkbox"/> | Quality Control of Concrete Mixtures at the Plant (Eff. 8-1-00) (Rev. 1-1-09) 129 |
| 31 <input checked="" type="checkbox"/> | Quality Control/Quality Assurance of Concrete Mixtures (Eff. 4-1-92) (Rev. 1-1-09) 137 |
| 32 <input type="checkbox"/> | Asbestos Bearing Pad Removal (Eff. 11-1-03) 149 |
| 33 <input type="checkbox"/> | Asbestos Hot-Mix Asphalt Surface Removal (Eff. 6-1-89) (Rev. 1-1-09) 150 |
| LRS 1 | Reserved 152 |
| LRS 2 <input type="checkbox"/> | Furnished Excavation (Eff. 1-1-99) (Rev. 1-1-07) 153 |
| LRS 3 <input checked="" type="checkbox"/> | Work Zone Traffic Control (Eff. 1-1-99) (Rev. 1-1-07) 154 |
| LRS 4 <input checked="" type="checkbox"/> | Flaggers in Work Zones (Eff. 1-1-99) (Rev. 1-1-07) 155 |
| LRS 5 <input type="checkbox"/> | Contract Claims (Eff. 1-1-02) (Rev. 1-1-07) 156 |
| LRS 6 <input type="checkbox"/> | Bidding Requirements and Conditions for Contract Proposals (Eff. 1-1-02) 157 |
| LRS 7 <input type="checkbox"/> | Bidding Requirements and Conditions for Material Proposals (Eff. 1-1-02) (Rev. 1-1-03) 163 |
| LRS 8 <input type="checkbox"/> | Failure to Complete the Work on Time (Eff. 1-1-99) 169 |
| LRS 9 <input type="checkbox"/> | Bituminous Surface Treatments (Eff. 1-1-99) 170 |
| LRS 10 <input type="checkbox"/> | Reflective Sheeting Type C (Eff. 1-1-99) (Rev. 1-1-02) 171 |
| LRS 11 <input type="checkbox"/> | Employment Practices (Eff. 1-1-99) 172 |
| LRS 12 <input type="checkbox"/> | Wages of Employees on Public Works (Eff. 1-1-99) (Rev. 4-1-06) 174 |
| LRS 13 <input type="checkbox"/> | Selection of Labor (Eff. 1-1-99) 175 |
| LRS 14 <input type="checkbox"/> | Paving Brick and Concrete Paver Pavements and Sidewalks (Eff. 1-1-04) (Rev. 1-1-09) 176 |
| LRS 15 <input type="checkbox"/> | Partial Payments (Eff. 1-1-07) 179 |

TABLE OF CONTENTS

| | <u>Page</u> |
|--|-------------|
| LOCATION OF PROJECT | 2 |
| DESCRIPTION OF IMPROVEMENT | 2 |
| CONSTRUCTION SEQUENCE AND SCHEDULE | 2 |
| TRAFFIC CONTROL PLAN | 3 |
| ROADWAY..... | 4 |
| BORROW EXCAVATION..... | 4 |
| CLASS SI CONCRETE (OUTLET), SPECIAL..... | 6 |
| CONCRETE COLLAR..... | 6 |
| CONCRETE HEADWALL REMOVAL..... | 6 |
| FENCE REMOVAL | 6 |
| GRATING FOR BOX CULVERT, LOCATION 1 | 7 |
| SANITARY SEWER 6"..... | 7 |
| SANITARY SEWER REMOVAL 6" | 7 |
| STATUS OF UTILITIES TO BE ADJUSTED | 7 |
| TYPE E INLET BOX, STANDARD 610001 (SPECIAL) | 8 |
| STRUCTURAL..... | 9 |
| FORM LINER TEXTURED SURFACE | 9 |
| AGGREGATE COLUMN GROUND IMPROVEMENT | 13 |
| RAILROAD SPECIAL PROVISIONS | 18 |
| SOIL BORING LOGS..... | 46 |
| CONSOLIDATION TEST DATA..... | 64 |
| UNCONFINED COMPRESSION TEST | 85 |
| ATTERBERG AND GRAIN SIZE TEST | 88 |
| 404 PERMIT | 90 |
| MONTHLY LABOR SUMMARY AND ACTIVITY REPORTING SYSTEM..... | 98 |
| PAYROLLS AND PROCEDURES | 99 |
| STORM WATER POLLUTION PREVENTION PLAN | 101 |

INDEX LOCAL ROADS AND STREETS SPECIAL PROVISIONS

| LR # | Pg # | Special Provision Title | Effective | Revised |
|-----------|------|--|---------------|--------------|
| LR SD 12 | | <input type="checkbox"/> Slab Movement Detection Device | Nov. 11, 1984 | Jan. 1, 2007 |
| LR SD 13 | | <input type="checkbox"/> Required Cold Milled Surface Texture | Nov. 1, 1987 | Jan. 1, 2007 |
| LR 102 | | <input type="checkbox"/> Protests on Local Lettings | Jan. 1, 2007 | |
| LR 105 | 110 | <input checked="" type="checkbox"/> Cooperation with Utilities | Jan. 1, 1999 | Jan. 1, 2007 |
| LR 107-2 | | <input type="checkbox"/> Railroad Protective Liability Insurance for Local Lettings | Mar. 1, 2005 | Jan. 1, 2006 |
| LR 107-3 | | <input type="checkbox"/> Disadvantaged Business Enterprise Participation | Jan. 1, 2007 | Nov. 1, 2008 |
| LR 107-4 | 113 | <input checked="" type="checkbox"/> Insurance | Feb. 1, 2007 | Aug. 1, 2007 |
| LR 107-5 | | <input type="checkbox"/> Substance Abuse Prevention Program | Jan. 1, 2008 | Jan. 8, 2008 |
| 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 checked="" 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 Asphal | 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 | | | Alkali-Silica Reaction for Cast-in-Place Concrete | Aug. 1, 2007 | Jan. 1, 2009 |
| * 80213 | 115 | X | Alkali-Silica Reaction for Precast and Precast Prestressed Concrete | Jan. 1, 2009 | |
| 80207 | 118 | X | Approval of Proposed Borrow Areas, Use Areas, and/or Waste Areas Inside Illinois State Borders | Nov. 1, 2008 | |
| 80192 | 119 | X | Automated Flagger Assistance Device | Jan. 1, 2008 | |
| 80173 | 121 | X | 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 | 124 | 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 | 127 | X | Concrete Joint Sealer | Jan. 1, 2009 | |
| 80177 | | | Digital Terrain Modeling for Earthwork Calculations | April 1, 2007 | |
| 80029 | 129 | X | Disadvantaged Business Enterprise Participation | Sept. 1, 2000 | Nov. 1, 2008 |
| 80178 | 137 | X | Dowel Bars | April 1, 2007 | Jan. 1, 2008 |
| 80179 | 138 | 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 | 141 | X | Equipment Rental Rates | Aug. 2, 2007 | Jan. 2, 2008 |
| 80169 | | | High Tension Cable Median Barrier | Jan. 1, 2007 | |
| 80194 | 143 | X | HMA – Hauling on Partially Completed Full-Depth Pavement | Jan. 1, 2008 | |
| 80181 | 145 | X | Hot-Mix Asphalt – Field Voids in the Mineral Aggregate | April 1, 2007 | April 1, 2008 |
| 80201 | 147 | X | Hot-Mix Asphalt – Plant Test Frequency | April 1, 2008 | |
| 80202 | 149 | 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 | 150 | X | 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 | 151 | 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 | 152 | X | Organic Zinc-Rich Paint System | Nov. 1, 2001 | Jan. 1, 2008 |
| * 80216 | | | Partial Exit Ramp Closure for Freeway/Expressway | Jan. 1, 2009 | |
| 80022 | 156 | X | Payments to Subcontractors | June 1, 2000 | Jan. 1, 2006 |
| 80209 | 158 | X | Personal Protective Equipment | Nov. 1, 2008 | |
| 80134 | 159 | X | 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 | 160 | X | Portland Cement Concrete Plants | Jan. 1, 2007 | |
| * 80217 | | | Post Clips for Extruded Aluminum Signs | Jan. 1, 2009 | |
| 80171 | 162 | X | 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 | 164 | X | Railroad Protective Liability Insurance (5 and 10) | Jan. 1, 2006 | |
| * 80223 | | | Ramp Closure for Freeway/Expressway | Jan. 1, 2009 | |
| 80172 | 166 | X | Reclaimed Asphalt Pavement (RAP) | Jan. 1, 2007 | Aug. 1, 2007 |
| 80183 | 172 | X | Reflective Sheeting on Channelizing Devices | April 1, 2007 | Nov. 1, 2008 |
| 80151 | 173 | X | Reinforcement Bars | Nov. 1, 2005 | Jan. 2, 2008 |
| 80206 | 175 | X | Reinforcement Bars – Storage and Protection | Aug. 1, 2008 | |
| * 80224 | | | Restoring Bridge Approach Pavements Using High-Density Foam | Jan. 1, 2009 | |
| 80184 | 176 | X | Retroreflective Sheeting, Nonreflective Sheeting, and Translucent Overlay Film for Highway Signs | April 1, 2007 | |
| * 80131 | 182 | X | Seeding | July 1, 2004 | Jan. 1, 2009 |
| * 80152 | 184 | X | Self-Consolidating Concrete for Cast-in-Place Construction | Nov. 1, 2005 | Jan. 1, 2009 |
| 80132 | 189 | X | Self-Consolidating Concrete for Precast Products | July 1, 2004 | Jan. 1, 2007 |
| 80212 | 191 | X | Sign Panels and Sign Panel Overlays | Nov. 1, 2008 | |
| 80197 | 192 | X | Silt Filter Fence | Jan. 1, 2008 | |
| 80127 | 193 | X | Steel Cost Adjustment | April 2, 2004 | April 1, 2007 |
| 80153 | 197 | X | Steel Plate Beam Guardrail | Nov. 1, 2005 | Aug. 1, 2007 |
| 80191 | 198 | X | Stone Gradation Testing | Nov. 1, 2007 | |
| 80143 | 199 | X | Subcontractor Mobilization Payments | April 2, 2005 | |
| 80075 | | | Surface Testing of Pavements | April 1, 2002 | Jan. 1, 2007 |
| 80087 | 200 | X | Temporary Erosion Control | Nov. 1, 2002 | Jan. 1, 2008 |
| * 80225 | | | Temporary Raised Pavement Marker | Jan. 1, 2009 | |
| 80176 | 201 | X | Thermoplastic Pavement Markings | Jan. 1, 2007 | |
| 20338 | | | Training Special Provisions | Oct. 15, 1975 | |
| 80185 | | | Type ZZ Retroreflective Sheeting, Nonreflective Sheeting, and Translucent Overlay Film for Highway Signs | April 1, 2007 | |
| 80149 | 203 | X | Variable Spaced Tining | Aug. 1, 2005 | Jan. 1, 2007 |
| 80071 | 204 | 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 | |

GUIDE BRIDGE SPECIAL PROVISION INDEX/CHECK SHEET

Effective: January 12, 2009

| √ | Pg # | File Name | Title | Effective | Revised |
|---|------|-----------|--|----------------|---------------|
| | | GBSP4 | Polymer Modified Portland Cement Mortar | June 7, 1994 | June 1, 2007 |
| | | GBSP11 | Permanent Steel Sheet Piling | Dec 15, 1993 | Jan 1, 2007 |
| | | GBSP12 | Drainage System | June 10, 1994 | Jan 1, 2007 |
| | | GBSP13 | High-Load Multi-Rotational Bearings | Oct 13, 1988 | Jan 1, 2007 |
| | | GBSP14 | Jack and Remove Existing Bearings | April 20, 1994 | Jan 1, 2007 |
| | | GBSP15 | Three Sided Precast Concrete Structure | July 12, 1994 | June 1, 2007 |
| | | GBSP16 | Jacking Existing Superstructure | Jan 11, 1993 | Jan 1, 2007 |
| | | GBSP17 | Bonded Preformed Joint Seal | July 12, 1994 | Jan 1, 2007 |
| | | GBSP18 | Modular Expansion Joint | May 19, 1994 | Jan 1, 2007 |
| | | GBSP21 | Cleaning and Painting Contact Surface Areas of Existing Steel Structures | June 30, 2003 | Jan 1, 2007 |
| X | 205 | GBSP22 | Cleaning and Painting New Metal Structures | Sept 13, 1994 | Jan 1, 2007 |
| | | 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 | Jan 12, 2009 |
| | | GBSP29 | Bridge Deck Microsilica Concrete Overlay | May 15, 1995 | June 1, 2007 |
| | | GBSP30 | Bridge Deck Latex Concrete Overlay | May 15, 1995 | June 1, 2007 |
| | | GBSP31 | Bridge Deck High-Reactivity Metakaolin (HRM) Conc Overlay | Jan 21, 2000 | June 1, 2007 |
| | | GBSP32 | Temporary Sheet Piling | Sept 2, 1994 | Jan 1, 2007 |
| | | GBSP33 | Pedestrian Truss Superstructure | Jan 13, 1998 | Nov 14, 2008 |
| | | GBSP34 | Concrete Wearing Surface | June 23, 1994 | Jan 12, 2009 |
| | | GBSP35 | Silicone Bridge Joint Sealer | Aug 1, 1995 | Jan 1, 2007 |
| | | GBSP36 | Surface Preparation and Painting Req. for Weathering Steel | Nov 21, 1997 | Jan 12, 2009 |
| | | GBSP37 | Underwater Structure Excavation Protection | April 1, 1995 | Jan 1, 2007 |
| X | 212 | GBSP38 | Mechanically Stabilized Earth Retaining Walls | Feb 3, 1999 | Jan 15, 2008 |
| | | GBSP42 | Drilled Soldier Pile Retaining Wall | Sept 20, 2001 | Feb 2, 2007 |
| | | GBSP43 | Driven Soldier Pile Retaining Wall | Nov 13, 2002 | Feb 2, 2007 |
| | | GBSP44 | Temporary Soil Retention System | Dec 30, 2002 | Jan 1, 2007 |
| | | 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 |
| | | GBSP50 | Removal of Existing Non-composite Bridge Decks | June 21, 2004 | Jan 1, 2007 |
| | | GBSP51 | Pipe Underdrain for Structures | May 17, 2000 | Jan 1, 2007 |
| | | GBSP52 | Porous Granular Embankment (Special) | Sept 28, 2005 | Nov 14, 2008 |
| | | GBSP53 | Structural Repair of Concrete | Mar 15, 2006 | April 2, 2008 |
| | | GBSP55 | Erection of Curved Steel Structures | June 1, 2007 | |
| | | GBSP56 | Setting Piles in Rock | Nov 14, 1996 | Jan 1, 2007 |
| | | 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 |
| | | GBSP60 | Containment and Disposal of Non-Lead Pain Cleaning Residues | Nov 25, 2004 | July 9, 2008 |
| | | GBSP61 | Slipform Parapet | June 1, 2007 | Jan 12, 2009 |
| | | GBSP62 | Concrete Deck Beams | June 13, 2008 | Nov 14, 2008 |
| | | GBSP63 | Demolition Plans for Removal of Existing Structures | Sept 5, 2007 | |
| | | GBSP64 | Segmental Concrete Block Wall | Jan 7, 1999 | July 9, 2008 |
| | | GBSP65 | Precast Modular Retaining Walls | Mar 19, 2001 | Nov 14, 2008 |
| | | GBSP66 | Wave Equation Analysis of Piles | Nov 14, 2008 | |

LIST ADDITIONAL SPECIAL PROVISIONS BELOW

| | |
|--|--|
| | |
|--|--|

Andrews Drive Extension
Section 99-00036-00-BR
County: Bond
City of Greenville

SPECIAL PROVISIONS
NEW CONSTRUCTION
ANDREWS DRIVE EXTENSION

SECTION NO. 99-00036-00-BR

**STATE OF ILLINOIS
SPECIAL PROVISIONS**

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," (SSRBC) adopted January 1, 2007 and the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" (ILMUTCD) and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids; the "Supplemental Specifications and Recurring Special Provisions," indicated on the Check Sheet; and the "Standard Specifications for Water and Sewer Main Construction in Illinois (SSWS)", included herein, which apply to and govern the construction of Andrews Drive, Section 99-00036-00-BR, Project HPP-4117(001) in the City of Greenville, Bond County. 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

The project is located southeast of the City of Greenville, IL along U.S. Route 40, approximately 1 mile east of the IL Route 127/U.S. Route 40 intersection.

DESCRIPTION OF IMPROVEMENT

The new construction of Andrews Drive consists of the construction of MSE retaining walls and a steel beam bridge over U.S. Route 40, the CSX Railroad tracks (2) and a future Illinois Western Railroad track north of the CSX tracks. It also consists of a new intersection with U.S. Route 40, including widening along U.S. Route 40 for the installation of right and left turn lanes, construction of a new roadway and embankment to the bridge and the relocation of Wolf Industrial Drive to a new intersection with Andrews Drive along with other miscellaneous items to complete the work. Removals include shoulder removal along U.S. Route 40, bituminous surface removal and replacement along U.S. Route 40 and pavement removal along Andrews and Wolf Industrial Drives, along with other miscellaneous removal items to complete the work.

CONSTRUCTION SEQUENCE AND SCHEDULE

The Contractor shall prepare a progress schedule as required by Section 108 of the Standard Specifications. The Contractor shall coordinate items of work in order to keep hazards, traffic inconvenience and limited access to businesses along Wolf Industrial Drive to a minimum. In particular, construction shall be staged as shown on the plans and as listed below to meet the following requirements:

- Temporary Erosion control items shall be installed before work begins on any part of the project.
- The temporary runaround for business access to Wolf Industrial Drive shall be installed before Andrews Drive and Wolf Industrial Drive may be closed for construction. The temporary runaround shall be maintained as directed by the Engineer.
- Minimize duration of work that requires railroad flaggers.
- Settlement of embankment of heights over 5' shall be allowed for a minimum of 1 month before pavement construction.
- Short term closures of U.S. Route 40 and the CSX Railroad tracks for bridge beam placement shall be coordinated with the Illinois Department of Transportation (IDOT), the City of Greenville and the CSX railroad. The contractor shall notify these agencies at least one week prior to the anticipated closure. The closure of the facilities can be no longer than one hour in duration with at least 30 minutes between closures. Closures shall be schedule for non-peak traffic times (peak traffic times defined as 7am – 9am and 4pm – 6pm).
- The sanitary force main relocation shall be completed before bridge pier construction may begin. This work shall be coordinated with the City of Greenville for pump stoppage times and the contractor shall notify the City of the anticipated stoppage at least one week prior. The contractor shall stage the installation of the proposed sewer to minimize the stoppage period for the force main relocation. The maximum time allowed for pump stoppage will be 1 hour between the hours of 11am and 4pm. The contractor shall also provide a sanitary pump truck with a minimum 1500 gallon capacity at the upstream well in case of emergency. Providing the sanitary pump truck will not be paid for separately but shall be included with the cost for the sanitary force main installation. If the contractor cannot make a permanent connection to the sanitary forcemain within the allotted time, a temporary connection will be required and shall be at the contractor's expense.

A construction progress schedule indicating project milestones shall be completed and strictly adhered to by the Contractor unless a request to modify the schedule is submitted in writing and approved by the Engineer.

TRAFFIC CONTROL PLAN

Description: Traffic control shall be in accordance with the applicable sections of the SSRBC, the applicable guidelines contained in the ILMUTCD for Streets and Highways, the Manual on Uniform Traffic Control Devices, latest edition; these special provisions, and any details and highway standards contained herein and in the plans.

General: Special attention is called to Articles 107.09 and 107.14 and Sections 701 through 705 of the SSRBC and the traffic control related Highway Standards shown in the plans; Supplemental Specifications and Recurring Special Provisions; BDE Special Provisions; and Other Special Provisions relating to Traffic Control.

The contractor shall be responsible for the traffic control devices at all times during construction activities, and shall coordinate the items of work to keep traffic hazards and/or inconveniences to a minimum.

All advance-warning signs shall be in new or like new condition at the start of the project. If an advanced warning sign is damaged or becomes unreadable, the sign shall be replaced by a new or like new sign.

All signing for traffic control shall meet current IDOT policy for retro-reflectivity requirements.

Standards 701001 and 701006 shall be used for bridge pier construction, culvert extension construction and sanitary force main relocation, as shown on the plans or as directed by the Engineer.

Standard 701306 shall be used for bituminous milling and resurfacing and shoulder work along U.S. Route 40 as shown on the plans or as directed by the Engineer.

Standard 701326 shall be used for pavement widening along U.S. Route 40, as shown on the plans or as directed by the Engineer.

The Contractor shall provide the name and phone number of a contact on a 24-hour basis in the event an accident or other unforeseen damage occurs that necessitates replacement or resetting of traffic control items.

Basis of Payment: Traffic control and protection standards 701306 and 701326 shall be paid for at the contract lump sum price.

Additional traffic control and protection, other than those standards listed to be paid for above, as shown on the plans and described in these specifications will be paid for at the contract lump sum price for TRAFFIC CONTROL COMPLETE, which work shall include furnishing, installing, maintaining, replacing, relocating and removing all traffic control devices used for the purpose of regulating, warning, directing, closing and detouring traffic on the local streets impacted by the construction of the project.

ROADWAY

BORROW EXCAVATION

This work shall be in accordance with Section 204 of the Standard Specifications. The borrow area shown in the plans is available to the Contractor as a source of borrow. Use of this material shall meet all of the requirements of the Standard Specifications and these Special Provisions. The shrinkage is estimated to be 20 percent. Material descriptions and approvals are included in the special provision for on-site borrow material information.

Natural soil materials excavated from the on-site borrow locations shown on the plans are approved as described below.

Andrews Drive Extension
 Section 99-00036-00-BR
 County: Bond
 City of Greenville

| <i>Material Description</i> | <i>Layer Thickness</i> | <i>Approval</i> |
|---|------------------------|-----------------|
| Brown and Gray Fine Sandy Silty Clay | 7 ft ± | Unrestricted |
| Orange Brown and Gray Fine Sandy Silty Clay | 6 ft ± | Unrestricted |
| Brown and Gray Fine Sandy Silt / Some Clay (Trace Course Sand and Small Gravel) | 6 ft ± | Unrestricted |
| Gray Fine Sandy Silt (Trace Course Sand and Small Gravel) | 24 ft ± | Unrestricted |
| Gray Silty Fine to Medium Sand (Trace Coarse Sand, Small Gravel, and Fine Sandy Silt Seams) | 9 ft ± | Unrestricted |
| Gray Fine Sandy Clayey Silt (Trace and Small Gravel) | 4 ft ± | Unrestricted |

The following material samples were taken along the roadway alignment, approximately 250 east of the center of the proposed borrow area. These samples are not meant to represent boring conditions of the borrow site, but give a general description of the soil profile in the area at the recorded depths. Soil samples were noticeably wet at a depth of 11 ft and beyond 20 ft were dry. The contractor assumes the responsibility of verifying the suitability of the material in this borrow area. Materials below a depth of 56 ft have not been sampled.

Materials encountered during excavation that the Engineer determines are not in character with the above descriptions will be sampled and approved by the Engineer prior to placement in proposed embankments. The Engineer may require the Contractor to provide excavation equipment and an operator to obtain additional samples. Additional work required for sampling will not be paid for separately, but shall be included in the unit price per cubic yd. for BORROW EXCAVATION.

All embankments greater than 20 ft high constructed of natural soil materials shall have a minimum unconfined compressive strength of 1.5 tons per sq. ft. The Engineer will determine the unconfined compressive strength at random locations after embankment lifts have been compacted to the required density. The unconfined compressive strength will be determined using a drive sampler and modified RIMAC field compression device. Unconfined compressive strength may also be determined using a dynamic cone penetrometer.

In order to achieve the required unconfined compressive strength, the Engineer may require compaction up to 110% of the standard dry density.

This work will not be paid for separately but shall be considered included in the contract unit prices for Borrow Excavation.

This work shall be paid for at the contract unit price per cubic yard for BORROW EXCAVATION.

CLASS SI CONCRETE (OUTLET), SPECIAL

Description: This work shall consist of placing concrete gutter outlets as detailed in the plans and according to Section 606 of the SSRBC at locations shown on the plans or as directed by the Engineer.

Basis of Payment: This work shall be paid for at the contract unit price per cubic yard for CLASS SI CONCRETE (OUTLET), SPECIAL.

CONCRETE COLLAR

Description: This work shall consist of placing a concrete collar, including all necessary reinforcement bars and as detailed in the plans, around the connection between the existing and proposed 3' x 3' box culvert extension located under U.S. Route 40, according to Sections 508 and 542 of the SSRBC at locations shown on the plans or as directed by the Engineer.

Basis of Payment: This work shall be paid for at the contract unit price per each for CONCRETE COLLAR.

CONCRETE HEADWALL REMOVAL

Description: This work shall consist of removing an existing concrete headwall on the existing 3' x 3' box culvert located under U.S. Route 40, according to Section 501 of the SSRBC at locations shown on the plans or as directed by the Engineer.

General: All material included with this removal shall be disposed of off-site by the Contractor. The existing box culvert shall be extended after this removal, so the existing headwall shall be removed in such a manner as to leave the remaining structure undamaged.

Basis of Payment: This work shall be paid for at the contract unit price per each for CONCRETE HEADWALL REMOVAL.

FENCE REMOVAL

Description: This work shall consist of removing existing fencing, posts, supports, foundations and associated hardware according to Section 201 of the SSRBC at locations shown on the plans or as directed by the Engineer.

General: All material included with this removal shall be disposed of off-site by the Contractor.

Basis of Payment: This work shall be paid for at the contract unit price per foot for FENCE REMOVAL.

GRATING FOR BOX CULVERT, LOCATION 1

Description: This work shall consist of furnishing and installing gratings for the box culvert end sections as detailed in the plans, according to Section 542 of the SSRBC at locations shown on the plans or as directed by the Engineer.

Basis of Payment: This work shall be paid for at the contract unit price per each for GRATING FOR BOX CULVERT.

SANITARY SEWER 6"

Description: This work shall consist of furnishing and placing a 6" sanitary force main, according to the SSWS and Section 550 of the SSRBC at locations shown on the plans or as directed by the Engineer.

Material: The sanitary force main shall be PVC SDR 21. All fittings necessary to make the permanent connection to the existing sanitary force main shall be included in the cost. The existing force main type and size were obtained from as-built construction documents and the City of Greenville, however the contractor shall verify the size and type of existing force main.

Basis of Payment: This work shall be paid for at the contract unit price per foot for SANITARY SEWER 6".

SANITARY SEWER REMOVAL 6"

Description: This work shall consist of removing an existing 6" sanitary force main, according to Section 551 of the SSRBC at locations shown on the plans or as directed by the Engineer.

Basis of Payment: This work shall be paid for at the contract unit price per foot for SANITARY SEWER REMOVAL 6".

STATUS OF UTILITIES TO BE ADJUSTED

The following utilities are involved in this project. The utility companies have provided the estimated dates.

| Name & Address of Utility | Type | Location | Estimated Date of Relocation Completed |
|---|-------------|------------------------|--|
| Ameren Ms. Deanna Patschke PO Box 66146 MC450 St. Louis, MO 63103 | Electric | Throughout the Project | During Project, Coordinate with Ameren Relocation Services |

Phone: 314-554-4867

City of Greenville
 Mr. Jim Maurer
 404 South 3rd Street
 Greenville, IL 62246
 Phone: 618-664-5043

Sanitary

Throughout the
 Project

Completed by Contractor
 as part of Contract
 Documents.

City of Greenville
 Mr. Bill Grider
 404 South 3rd Street
 Greenville, IL 62246
 Phone: 618-664-1644

Water

Throughout the
 Project

None Anticipated but
 During Construction, If
 Necessary

New Wave Communications
 Mr. Jim Peters
 318 N 4th Street
 Vandalia, IL 62471
 Phone: 618-339-1590

Cable/Telephone

Throughout the
 Project

None Anticipated but
 During Construction, If
 Necessary

SBC
 Mr. Joe Moore
 210 N Locust
 Centralia, IL 62801
 Phone: 618-533-3418
 Cell: 618-780-8688

Fiber
 Optic/Telephone

Throughout the
 Project

None Anticipated but
 During Construction, If
 Necessary

The above represents the best information of the Department and is only included for the convenience of the bidder. The applicable provisions of Articles 105.07, 107.20, 107.31, and 108.02 of the Standard Specifications for Road and Bridge Construction shall apply.

The estimated utility relocation dates should be part of the progress schedule submitted by the Contractor. If any utility adjustments or relocations have not been completed by the above dates specified and when required by the Contractor's operations after these dates, the Contractor should notify the Engineer in writing. A request for an extension of time will be considered to the extent the Contractor's critical path schedule is affected.

TYPE E INLET BOX, STANDARD 610001 (SPECIAL)

Description: This work shall consist of furnishing and placing a Type E Inlet Box as detailed in the plans, according to Section 610 of the SSRBC and according to Standard Detail 610001, at locations shown on the plans or as directed by the Engineer.

Basis of Payment: This work shall be paid for at the contract unit price per each for TYPE E INLET BOX, STANDARD 610001 (SPECIAL).

STRUCTURAL

FORM LINER TEXTURED SURFACE

Description This work shall consist of designing, developing, furnishing and installing form liners and forming concrete using reusable, high-strength urethane form liners to achieve the various concrete treatments as shown in the drawings and specifications. Form lined surfaces shall include areas of the pier stem and M.S.E. wall precast panels, where shown in the plans. Work shall be performed in accordance with applicable portions of Sections 503 and 504 of the Standard Specifications.

Form liners shall be installed 12" below finish grade unless otherwise shown on the plans. The form liner shall match the exact size of concrete units and adhere to the provisions listed herein and in the Plans.

Materials Form liners shall be high quality, highly reusable and capable of withstanding anticipated concrete pour pressures without causing leakage or causing physical defects. Form liners shall attach easily to pour-in-place forms and be removable without causing concrete surface damage or weakness in the substrate. Liners used for the texture shall be made from high-strength elastomeric urethane material which shall not compress more than 0.02 feet when poured at a rate of 10 vertical feet per hour. Form release agents shall be non-staining, non-residual, non-reactive and shall not contribute to the degradation of the form liner material. Forms for smooth faced surfaces shall be plastic coated or metal to provide a smooth surface free of any impression or pattern. If the contractor elects to use form ties for concrete forming, only fiberglass form ties will be permitted. Use of removable metallic form ties will not be allowed.

Formliner Mockup The Contractor shall provide a cast concrete mockup containing the form liner surface. The form liner manufacturer's technical representative shall be on-site for technical supervision during the installation and removal operations.

Purpose of the mockup is to select and verify the pattern to be used.

1. Locate mockup on site as directed by the Engineer.
2. The cast-in-place mockup shall be a minimum 8 ft x 8 ft x 6 in. thick minimum and the pre-cast mock-up shall consist of a minimum of 3 modules. Size shall be varied as required to demonstrate patterning.
3. Include examples of each condition required for construction i.e. liner joints, construction joints, expansion joints, steps, corners, and special conditions due to topography or man made elements, etc.
4. Upon receipt of comments from inspection of the mockup, adjustments or corrections shall be made to the molds where imperfections are found. If required, additional mockups shall be prepared when the initial mockup is found to be unsatisfactory.
5. After mockup is determined to be acceptable by the Engineer, construction of project may proceed, using mockup as quality standard.

Cast-In-Place Concrete The following form liner manufacturers are known manufactures that provide the listed pattern for the limestone surface form liner for use with the cast-in-place concrete units.

- a) Custom Rock International, St. Paul, MN (Jim Rogers; 800-637-2447) #1501-R2, Large Sandstone Ashlar.
- b) Milestone Incorporated, Hudson, WI (Paul Nasvik; 715-381-9660) MS-1007, Rectangular Sandstone.
- c) Greenstreak, St. Louis, MO (Craig Range; 800-325-9504) #462, Zion Stone.

The form liner stone module is to be integrated into the face panel such that there are no joints crossing the stone modules.

The relief shall be 1-5/8" average to 2" maximum.

A pattern "exhibit A" is provided below, illustrating the appearance desired.

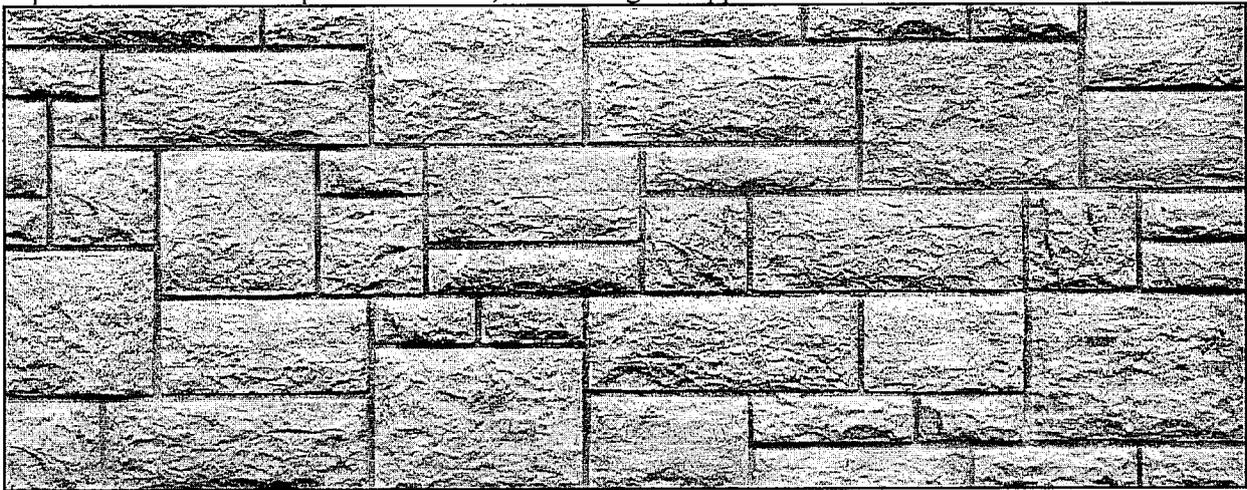


Exhibit A- Cast-in place Pattern

Precast M.S.E. Wall Panels The precast concrete panels shall be furnished in the System Supplier's standard dimensions except for the following conditions:

1. Panels at the bottom tier and panels at the top tier of a wall with a level top line may be cut horizontally so that they shall have an exposed face area not less than one-third the face area of the standard panel.
2. Exposed face areas of panels may be any area required to fill in at the top tier to produce a sloped and continuous (straight or curved) line at the top of the wall. The maximum panel size shall be 50 square feet. The length to height ratio of the panel shall be greater than or equal to 1.0 but not to exceed 3.0. The minimum panel thickness shall be 5½ inches.

The following form liner manufacturers are known manufactures that provide the listed pattern for the limestone surface form liner for use with the Precast Concrete Units.

- a) Custom Rock International, St. Paul, MN. (Jim Rogers; 800-637-2447) #1501-R2, Large Sandstone Ashlar.
- b) Milestones Incorporated, Hudson, WI. (Paul Nasvik; 715-381-9660) MS-1007, Rectangular Sandstone.
- c) Greenstreak, St. Louis, MO (Craig Range; 800-325-9504) #462, Zion Stone.

The appropriate number of molds and subsequent formliners shall be provided to ensure that the natural and continuous stone pattern be maintained throughout all panels, including stone coursing, mortar joint and relief.

The relief shall be 1-5/8" average to 2" maximum.

A pattern "exhibit B" is provided below, illustrating the appearance desired.

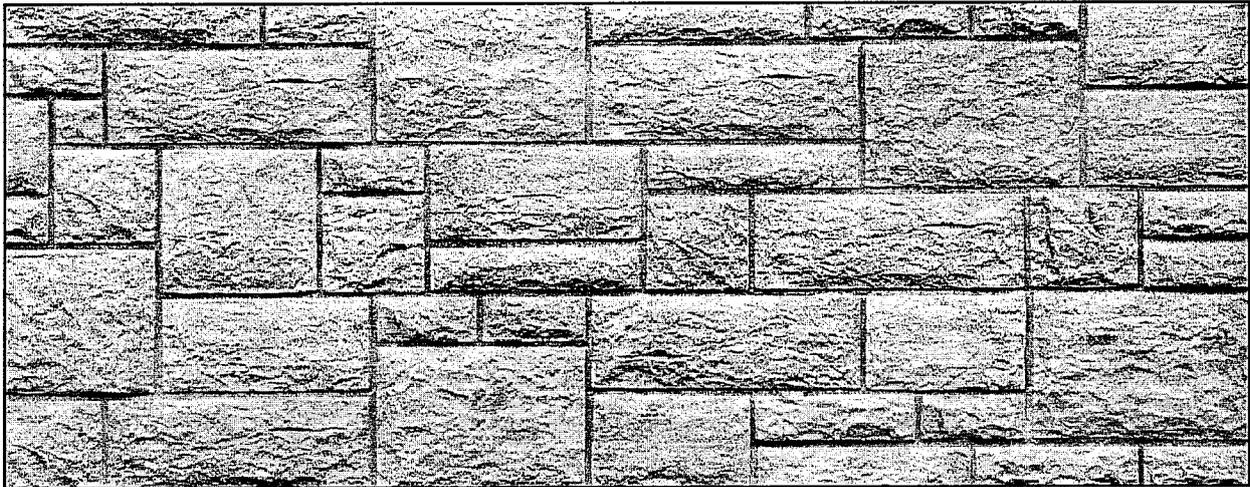


Exhibit B- Precast M.S.E. Wall Panel Pattern

Installation Form liners shall be installed in accordance with the manufacturer's recommendations to achieve the highest quality concrete appearance possible. Form liners shall withstand concrete placement pressures without leakage causing physical or visual defects. A form release agent shall be applied to all surfaces of the liner which will come in contact with concrete as per the manufacturer's recommendations. After each use, liners shall be cleaned and made free of build-up prior to the next placement, and visually inspected for blemishes or tears. If necessary, the form liners shall be repaired in accordance with the manufacturer's recommendations. All form liner panels that will not perform as intended or are no longer repairable shall be replaced. An on-site inventory of each panel type shall be established based on the approved form liner shop drawings and anticipated useful life for each form liner type.

The liner shall be securely attached to the forms according to the manufacturer's recommendations. Liners shall be attached to each other with flush seams and seams filled as necessary to eliminate visible evidence of seams in cast concrete. Liner butt joints shall be

blended into the pattern so as to create no visible vertical or horizontal seams or conspicuous form butt joint marks. Liner joints must fall within pattern joints or reveals. Finished textures shall be continuous without visual disruption and properly aligned over adjacent and multiple liner panels. Continuous or single liner panels shall be used where liner joints may interrupt the intended pattern. Panel remnants shall not be pieced together.

The Contractor shall coordinate concrete pours to prevent visible differences between individual pours or batches. Concrete pours shall be continuous between construction or expansion joints. Cold joints shall not occur within continuous form liner pattern fields. Wall ties shall be coordinated with the liner and form to achieve the least visible result. Liners shall be stripped between 12 and 24 hours as recommended by the manufacturer. Curing methods shall be compatible with the desired aesthetic result. Use of curing compounds will not be allowed. Concrete slump requirements shall meet the form liner manufacturer's recommendations for optimizing the concrete finish, as well as the IDOT Standard Specifications and Special Provisions.

With the use of standard Portland cement concrete mixtures, the Contractor shall employ proper consolidation methods to ensure the highest quality finish. Internal vibration shall be achieved with a vibrator of appropriate size, the highest frequency and low to moderate amplitude. Concrete placement shall be in lifts not to exceed 1.5 feet. Internal vibrator operation shall be at appropriate intervals and depths and withdrawn slowly enough to assure a minimal amount of surface air voids and the best possible finish without causing segregation. External form vibrators may be required to assure the proper results. Any use of external form vibrators must be approved by the form liner manufacturer and the Engineer. The use of internal or external vibratory action shall not be allowed with the use of self consolidating concrete mixtures. It is the intention of this specification that no rubbing of flat areas or other repairs shall be required after form removal. The finished exposed formed concrete surfaces shall be free of visible vertical seams, horizontal seams, and butt joint marks. Grinding and chipping of finished formed surfaces shall be avoided.

Method of Measurement

Cast-In Place Concrete:

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

Precast M.S.E. Wall Panels:

This work will not be measured for payment.

Required adjustments or corrections needed to address mockup comments and the cost of additional mockups, if required, will not be paid for separately, but shall be included in respective pay item.

Basis of Payment

Cast-In Place Concrete:

Form lined surfaces will be paid for at the contract unit price per square feet for FORM LINER TEXTURED SURFACE. The unit price bid shall include all labor and material costs associated with designing, developing, furnishing and installing form liners, forming, and disposal of forms, including a satisfactory cast concrete mockup panel to the requirements included herein.

Precast M.S.E. Wall Panels:

Form lined surfaces will not be paid for separately but shall be included in the unit cost of MECHANICALLY STABILIZED EARTH RETAINING WALLS. The unit price bid of the respective wall system shall include all labor and material costs associated with designing, developing, furnishing and installing form liners, forming, pouring, and disposal of forms, including a satisfactory cast concrete mockup panel to the requirements included herein.

AGGREGATE COLUMN GROUND IMPROVEMENT

Effective: January 15, 2009

Description. This work shall consist of furnishing design calculations, shop drawings, materials, and labor necessary to construct either stone columns or rammed aggregate piers, generically referred to as aggregate columns, over the area(s) and depth(s) specified on the contract plans.

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

- (a) Evidence of the selected subcontractor's successful installation of their aggregate column system on five projects under similar site conditions using the same installation technique. The documentation to be submitted shall include a description of the project, aggregate column installation technique, soil conditions and name and phone number of contracting authority.
- (b) Evidence that the proposed project superintendent for the ground improvement installation has a minimum of three years of method specific experience.
- (c) Shop Drawings sealed by an Illinois Licensed Professional Engineer showing aggregate column locations, pattern, spacing, diameters, top and bottom elevations, identification numbers, and order of installation. If an aggregate drainage layer is specified on the plans or a working platform proposed by the contractor, the thickness, aggregate gradation, and plan dimensions shall be shown in addition to any other details needed to describe the work.
- (d) A description of the equipment, installation technique and construction procedures to be used, including a plan to address any water or spoils.
- (e) The source and gradation of proposed aggregate proposed for the aggregate columns.
- (f) Design computations demonstrating proposed spacing and diameter of the aggregate columns satisfies the minimum global stability, settlement, and bearing capacity performance requirements stated in the contract plans and those contained in this special provision.

- (g) The proposed verification program methods to monitor and verify the aggregate column installation is satisfying the design and performance requirement. Also required is a sample of the daily report form to be used by the contractor to documents the adequacy of that days work.

Materials. The aggregate used in the columns shall be Class A quality crushed stone or crushed concrete satisfying the requirements of Section 1004 of the standard specifications. The aggregate for any drainage layer specified in the plans 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. Any fine or coarse aggregate requested by the Contractor to be used as a working platform shall be approved by the Engineer.

Design Criteria. The design shall be according to the appropriate AASTHO Design Specifications noted on the contract plans. The subcontractor selected shall provide an aggregate column ground improvement design that meets the performance requirements shown on the plans. In the absence of performance requirements shown on the plans, the following minimum performance requirements shall be used:

- (a) A minimum global slope stability safety factor of 1.5
- (b) A minimum bearing capacity safety factor of 2.0
- (c) Total settlement shall be less than 6 inches (150 mm)
- (d) Settlement after completion of wall or embankment construction shall be less than 1 inches (24 mm).

The design shall use short term soil parameters, obtained from the soil boring logs and any geotechnical laboratory testing data provided in the contract plans and specifications. Any additional subsurface information needed to design the aggregate columns shall be the responsibility of the Contractor.

Construction. The construction procedures shall be determined by the aggregate column installer and submitted for approved with the shop drawings. The following are the minimum requirements that the Contactor will be expected to follow unless otherwise approved in the shop drawings submittal.

- (a) The site shall be graded as needed for proper installation of the aggregate column system Contractor. Any grading and excavation below the improvement limits shown on the plans shall be incidental to aggregate column installation.
- (b) Any granular base working platform shall be consider incidental to the improvement and only allowed if approved as part of the shop drawings.
- (c) The aggregate column material shall be placed in a manner that allows measurement of the tonnage or quantity placed down the hole.

- (d) Columns shall be installed in a sequence that will minimize ground heave. Any heaving shall be re-compacted or excavated as directed by the Engineer prior wall or embankment construction and be considered incidental to aggregate column improvement.
- (e) The Contractor shall provide a full-time qualified representative to verify all installation procedures and provide the verification program.
- (f) Disposal of any spoils generated shall be according to Article 202.03.
- (g) If an obstruction is encountered that cannot be penetrated with reasonable effort, the Contractor shall construct the element from the depth of obstruction to its design top elevation. Depending on the depth of the completed column, column location, and design requirements, the Engineer may require the construction of a replacement aggregate column at an adjacent location. Construction of additional columns will be considered extra work and paid for according to Article 109.04.
- (h) Specific Requirements for Stone Column type improvement:
 - i. Stone columns shall be constructed with a down-hole vibrator of sufficient size and capacity to construct stone columns to the diameters and lengths shown on the approved shop drawings.
 - ii. The probe and follower tubes shall be of sufficient length to reach the elevations shown on the Contractor's design plans and approved shop drawings. The probe, used in conjunction with the available pressure to the tip jet, shall be capable of penetrating to the required tip elevation. Pre-boring is permitted if approved as part of the shop drawing submittal.
 - iii. The probe and follower tubes shall have visible markings at regular increments to enable measurement of penetration and re-penetration depths.
 - iv. Provide methods for supplying to the tip of the probe a sufficient quantity of air or water to widen the probe hole to allow adequate space for stone backfill placement around the probe.
 - v. The vibrator shall be withdrawn in 12 to 36 inch (300 to 900 mm) increments, to allow placement of the stone.
 - vi. Lift thickness shall not exceed 4 ft (1.2 m). After penetration to the treatment depth, slowly retrieve the vibrator in 12 to 18 inch (300 to 450 mm) increments to allow backfill placement.
 - vii. Compact the backfill in each lift by re-penetrating it at least twice with the vibrating probe to densify and force the stone radially into the surrounding soil. Re-penetrate the stone in each increment a sufficient number of times to develop an electrical current or hydraulic pressure reading on the motor significantly higher (per verification program) than the unloaded draw on the motor.
- (i) Specific Requirements for Rammed Aggregate Pier type improvement:

- i. If temporary casing is needed to limit the sloughing of subsurface soils, the casing should be inserted to at least 2 ft (600 mm) beyond any sloughing strata. Upon extraction, the bottom of the casing shall be maintained at not more than 2 feet above the level of backfill.
- ii. The drilled cavity excavation for the aggregate rammed pier shall be created by either drilling or displacement methods.
- iii. Backfill placement shall closely follow the excavation of each pier. The backfill shall be placed in 1 ft (300 mm) thick lifts. Each lift should be rammed with a high-energy impact tamper to the satisfaction of the Engineer and specified in the approved shop drawings.

Construction Tolerances. The aggregate columns shall be constructed to the following tolerances:

- (a) The center of the constructed aggregate columns shall be within 8 inches (190 mm) of the location specified on the approved the shop drawings.
- (b) The axis of the constructed aggregate columns shall not be inclined more than 2 inches (horizontal) per every 10 ft. (vertical).
- (c) The installed diameter of any aggregate column shall not be more than 10 percent below the effective diameter indicated on the approved shop drawings.
- (d) The average effective diameter of any group of 50 consecutively installed aggregate columns shall not be less than the effective diameter indicated on approved shop drawings.
- (e) The top of the aggregate column ground improvement shall be located within 3 inches of the proposed base of embankment or wall elevation shown on the contact plans. When supporting MSE walls, the top of the improvement shall be adjusted to be within 3 inches of the base of the MSE reinforced mass shown on the approved MSE shop drawings.
- (f) Except where obstructions are encountered, the aggregate column shall be advanced to the treatment depth elevation shown on the contact plans unless otherwise approved in the Shop Drawings.

Any aggregate column installation not meeting the above stated tolerances, or otherwise deemed unsatisfactory by the Engineer, may require installation of a replacement aggregate column(s) at the discretion of the Engineer and at the Contractor's expense. The Contractor shall submit to the Engineer revised plans and procedures to bring installations in those areas into tolerance.

Verification Program. The Contractor shall develop and maintain a monitoring and documentation procedure during the installation of all aggregate columns to verify they satisfy the design and performance requirements. The Contractor shall provide qualified personnel to continuously observe and record the required data. The program shall include, as a minimum, the following:

- (a) Quality control procedures to allow verification that each aggregate column is being installed According to the designer's specifications and the requirements in this Special Provision. This will typically include observations of items such as electrical current or hydraulic pressure, number of high-energy impact tamps, aggregate take, etc. that must be obtained to achieve the performance requirements.
- (b) Monitoring methods to evaluate the performance of the global aggregate column improvement system after construction of the overlying embankment or wall. This will typically include installation of settlement plates and may also include monitoring points, inclinometers, piezometers or other instrumentation.
- (c) Proposed means and methods for verification that the installed aggregate columns meet the strength and/or stiffness criteria required by the design. This may include modulus or load tests on individual elements and/or groups, soil borings, and other methods.
- (d) A daily report form shall be completed by the contractor and provided to the Engineer to documentation work performed each day and the adequacy of each aggregate column. The form shall be signed by the Contractor's qualified personnel and include as a minimum the following:
 - i. Aggregate columns installed (identified by location number).
 - ii. Date constructed.
 - iii. Elevation of top and bottom of each aggregate column.
 - iv. Average lift thickness.
 - v. Results of quality control testing such as average power consumption or tamping energy obtained during aggregate column installation.
 - vi. Jetting pressure (air or water) if applicable (stone columns).
 - vii. Description of soil and groundwater conditions.
 - viii. Details of obstructions, delays and any unusual issues.
 - ix. Amount of water used per aggregate column if applicable (stone columns).
 - x. Estimated weight and volume of aggregate backfill placed in each column.
 - xi. Average installed diameter of each column.

Method of Measurement. This work will be measured in cubic yards (cubic meters) of completed and accepted aggregate column ground improvement calculated by multiplying the plan area to be improved times the depth of the columns shown on the contract plans.

Basis of Payment. This work will be paid at the contract unit price per cubic yard (cubic meter) for AGGREGATE COLUMN GROUND IMPROVEMENT. Any temporary casing, excavation, disposal of water or spoils, will not be paid for separately, but shall be considered to be included with this work.

RAILROAD SPECIAL PROVISIONS

Description: This work shall consist of compliance by the Contractor with applicable terms of a construction agreement between the City of Greenville (Agency) and CSX Transportation Inc. (CSXT). On November 13, 2008 the City of Greenville entered into a Construction Agreement (Agreement) with the CSXT for the construction of the proposed bridge on and over the CSXT property. The Agreement stipulates that the Contractor shall agree to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C and F to the Agreement, and Sections 3, 9, and 11 of the Agreement. The following excerpts from the Agreement are attached.

Section 3 – Special Provisions

Section 3 of the Agreement requires the Contractor to observe and abide by the terms, conditions, and provisions set forth in Exhibit C to the Agreement.

Section 9 – Insurance

Section 9 requires that in addition to the insurance requirements of the Agency, the Contractor shall purchase and maintain insurance in compliance with the CSXT's insurance requirements set forth in Exhibit F to the Agreement.

Section 11 – Indemnification

Section 11 requires that the Contractor comply with the indemnification clause of the Agreement.

Schedule I – Contractor's Acceptance

The Contractor shall execute the Contractor's Acceptance form to document their agreement to abide by and perform all applicable terms of the Agreement.

Basis of Payment: The costs required to comply with the requirements of this Special Provision shall be included in the contract unit price per Lump Sum for RAILROAD PROTECTIVE LIABILITY INSURANCE.

PROPOSED NEW OVERHEAD BRIDGE CONSTRUCTION
EXTENSION OF ANDREWS DRIVE OVER CSXT AT MILEPOST QS-188.2
GREENVILLE, BOND COUNTY, ILLINOIS
CSXT OP NUMBER IL0227

CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is made as of November 13, 2008, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida ("CSXT"), and the City of Greenville, a body corporate and political subdivision of the State of Illinois ("Agency").

EXPLANATORY STATEMENT

1. Agency has proposed to construct, or to cause to be constructed, the extension of Andrews Drive, including the construction of a new overhead highway bridge over CSXT in the vicinity of railroad milepost QS-188.2 in Greenville, Bond County, Illinois (the "Project").
2. Agency has obtained, or will obtain, all authorizations, permits and approvals from all local, state and federal agencies (including Agency), and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project.
3. Agency acknowledges that: (i) by entering into this Agreement, CSXT will provide services and accommodations to promote public interest in this Project, without profit or other economic inducement typical of other Agency contractors; (ii) neither CSXT nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to CSXT, by or on behalf of Agency or its contractors, pursuant to this Agreement; and (iii) CSXT retains the paramount right to regulate all activities affecting its property and operations.
4. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Project Plans and Specifications

1.1. Preparation and Approval. Pursuant to Exhibit A of this Agreement, all plans, specifications, drawings and other documents necessary or appropriate to the design and construction of the Project shall be prepared, at Agency's sole cost and expense, by Agency or CSXT or their respective contractors. Project plans, specifications and drawings prepared by or on behalf of Agency shall be subject, at CSXT's election, to the review and approval of CSXT. Such plans, specifications and drawings, as prepared or approved by CSXT, are referred to as the "Plans", and shall be incorporated and deemed a part of this Agreement. Plans prepared or submitted to and approved by CSXT as of the date of this Agreement are set forth in Exhibit B to this Agreement.

1.2. Effect of CSXT Approval or Preparation of Plans. By its review, approval or preparation of Plans pursuant to this Agreement, CSXT signifies only that such Plans and improvements constructed in accordance therewith satisfy CSXT's requirements. CSXT expressly disclaims

all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of the Plans or improvements constructed in accordance with the Plans.

1.3 Compliance with Plans. The Project shall be constructed in accordance with the Plans.

2. Allocation and Conduct of Work

Work in connection with the Project shall be allocated and conducted as follows:

2.1 CSXT Work. Subject to timely payment of Reimbursable Expenses as provided by Section 4, CSXT shall provide, or cause to be provided, the services as set forth by Exhibit A to this Agreement. Agency agrees that CSXT shall provide all services that CSXT deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or exposure to liability of any kind and in compliance with all applicable federal, state and local regulations and CSXT's contractual obligations, including, but not limited to, CSXT's existing or proposed third party agreements and collective bargaining agreements.

2.2 Agency Work. Agency shall perform, or cause to be performed, all work as set forth by Exhibit A, at Agency's sole cost and expense.

2.3 Conduct of Work. CSXT shall commence its work under this Agreement following: (i) delivery to CSXT of a notice to proceed from Agency; (ii) payment of Reimbursable Expenses (as provided by Section 4.1) as required by CSXT prior to the commencement of work by CSXT; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iv) delivery of proof of insurance acceptable to CSXT, as required by Section 9. The initiation of any services by CSXT pursuant to this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section. The parties intend that all work by CSXT on CSXT property shall conclude no later than December 31, 2010, unless the parties mutually agree to extend such date.

3. Special Provisions. Agency shall observe and abide by, and shall require its contractors ("Contractors") to observe and abide by the terms, conditions and provisions set forth in Exhibit C to this Agreement (the "Special Provisions"). To the extent that Agency performs Project work itself, Agency shall be deemed a Contractor for purposes of this Agreement. Agency further agrees that, prior to the commencement of Project work by any third party Contractor, such Contractor shall execute and deliver to CSXT Schedule I to this Agreement to acknowledge Contractor's agreement to observe and abide by the terms and conditions of this Agreement.

4. Cost of Project and Reimbursement Procedures

4.1 Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Project, including, without limitation: (1) all out of pocket expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4) costs for equipment, tools, materials and supplies, (5) sums paid to CSXT's consultants and subcontractors, and (6) CSXT labor in connection with the Project, together with CSXT labor overhead percentages established by CSXT pursuant to applicable law (collectively, "Reimbursable Expenses"). Reimbursable Expenses shall also include expenses incurred by

CSXT prior to the date of this Agreement to the extent identified by the Estimate provided pursuant to Section 4.2.

4.2 Estimate. CSXT has estimated the total Reimbursable Expenses for the Project as shown on Exhibit D (the "Estimate", as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses for the Project may exceed such Estimate, it shall provide Agency with the revised Estimate of the total Reimbursable Expenses, together with a revised Payment Schedule (as defined by Section 4.3.1), for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses of such revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further work on the Project, unless and until Agency provides such approval and confirmation.

4.3 Payment Terms.

4.3.1 Agency shall pay CSXT for Reimbursable Expenses in the amounts and on the dates set forth in the Payment Schedule as shown on Exhibit E (the "Payment Schedule", as revised pursuant to Section 4.2). CSXT agrees to submit invoices to Agency for such amounts and Agency shall remit payment to CSXT at the later of thirty (30) days following delivery of each such invoice to Agency or, the payment date (if any) set forth in the Payment Schedule.

4.3.2 Following completion of the Project, CSXT shall submit to Agency a final invoice that reconciles the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency. Agency shall pay to CSXT the amount by which Reimbursable Expenses exceed total payments as shown by the final invoice, within thirty (30) days following delivery of such invoice to Agency. In the event that the payments received by CSXT from Agency exceed the Reimbursable Expenses, CSXT shall remit such excess to Agency.

4.3.3 In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement:
(i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and
(ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

4.3.4 All invoices from CSXT shall be delivered to Agency in accordance with Section 16 of this Agreement. All payments by Agency to CSXT shall be made by certified check and mailed to the following address or such other address as designated by CSXT's notice to Agency:

CSX Transportation, Inc.
P.O. Box 116651
Atlanta, GA 30368-6651

4.4 Effect of Termination. Agency's obligation to pay to CSXT Reimbursable Expenses in accordance with Section 4 shall survive termination of this Agreement for any reason.

5. Appropriations Agency represents to CSXT that: (i) Agency has appropriated funds sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the Estimate attached as Exhibit D;

(ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such appropriations.

6. Easements and Licenses

6.1 Agency Obligation. Agency shall acquire all necessary licenses, permits and easements required for the Project.

6.2 Temporary Construction Licenses. Insofar as it has the right to do so, CSXT hereby grants Agency a nonexclusive license to access and cross CSXT's property, to the extent necessary for the construction of the Project (excluding ingress or egress over public grade crossings), along such routes and upon such terms as may be defined and imposed by CSXT and such temporary construction easements as may be designated on the Plans approved by CSXT.

6.3 Permanent Easements. Insofar as it has the right to do so, CSXT shall grant, without warranty to Agency, easements for the use and maintenance of the Project wholly or partly on CSXT property as shown on the Plans approved by CSXT, if any, on terms and conditions and at a price acceptable to the parties. Upon request by CSXT, Agency shall furnish to CSXT descriptions and plat plans for the easements.

7. Permits At its sole cost and expense, Agency shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to CSXT.

8. Termination

8.1 By Agency. For any reason, Agency may, as its sole remedy, terminate this Agreement by delivery of notice to CSXT. Agency shall not be entitled to otherwise pursue claims for consequential, direct, indirect or incidental damages or lost profits as a consequence of CSXT's default or termination of this Agreement or Work on the Project by either party.

8.2 By CSXT. In addition to the other rights and remedies available to CSXT under this Agreement, CSXT may terminate this Agreement by delivery of notice to Agency in the event Agency or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by CSXT to Agency.

8.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point where it may reasonably and safely suspend the Work. Agency shall reimburse CSXT pursuant to this Agreement for the Work performed, plus all costs reasonably incurred by CSXT to discontinue the Work and protect the Work upon full suspension of the same, the cost of returning CSXT's property to its former condition, and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Work. Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, CSXT's only remaining obligation

to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 4.

9. Insurance In addition to the insurance that Agency requires of its Contractor, Agency shall acquire or require its Contractor to purchase and maintain insurance in compliance with CSXT's insurance requirements attached to this Agreement as Exhibit E. Neither Agency nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved by CSXT's Risk Management Department.

10. Ownership and Maintenance

10.1 By Agency. Agency shall own and, without cost to CSXT, maintain, repair, replace and renew, or cause same to be done, in good condition and repair to CSXT's satisfaction, the highway overpass structure, the roadway surfacing, the roadway slopes, the retaining walls, and the highway drainage facilities. In the event that Agency fails to properly maintain such structures and improvements and such failure, in the opinion of CSXT, jeopardizes the safe and efficient operation of its property, CSXT shall be entitled to remedy such failure and recover from Agency the costs incurred by CSXT in doing so. Upon the cessation of use of the Project by Agency, Agency shall remove the bridge structure and restore CSXT's property to its original condition, at Agency's sole cost and expense, to CSXT's satisfaction.

10.2 Alterations. Agency shall not undertake any alteration, modification or expansion of the Project, without the prior approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require.

11. Indemnification

11.1 Generally. To the maximum extent permitted by applicable law, Agency and its Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death of any person(s) (including, but not limited to the employees of CSXT, its affiliates, Agency or its Contractors), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT, its affiliates, Agency or its Contractors, and environmental damages and any related remediation brought or recovered against CSXT and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractors, Agency, and their respective agents, employees, invitees, contractors, or its contractors' agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about CSXT's property. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement.

11.2 Compliance with Laws. Agency shall comply, and shall require its Contractors to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. Agency's Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.

- 11.3 "CSXT Affiliates". For the purpose of this Section 11, CSXT's affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.
- 11.4 Notice of Incidents. Agency and its Contractor shall notify CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.
- 11.5 Survival. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.
12. Independent Contractor The parties agree that neither Agency nor its Contractors shall be deemed either agents or independent contractors of CSXT. Except as otherwise provided by this Agreement, CSXT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by Agency or Agency's Contractors, or the construction practices, procedures, and professional judgment employed by Agency or its Contractor to complete the Project. Notwithstanding the foregoing, this Section 12 shall in no way affect the absolute authority of CSXT to prohibit Agency or its Contractors or anyone from entering CSXT's property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.
13. "Entire Agreement" This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.
14. Waiver If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
15. Assignment CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption of CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligation under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior consent, which consent may be withheld for any reason.
16. Notices All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT: CSX Transportation, Inc.
500 Water Street, J301
Jacksonville, Florida 32202
Attention: Principal Engineer
Hal A. Gibson, Jr.

PROPOSED NEW OVERHEAD BRIDGE CONSTRUCTION
EXTENSION OF ANDREWS DRIVE OVER CSXT AT MILEPOST 25-188.2
GREENVILLE, BOND COUNTY, ILLINOIS
CSXT OP NUMBER IL022

If to Agency: City of Greenville
Municipal Building
403 South Third Street
Greenville, Illinois 62246
Attention: David ^A_E Willey, City Manager

02w

17. Severability The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.
18. Applicable Law This Agreement shall be governed by the laws of the State of Illinois, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Duval County, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

CITY OF GREENVILLE, ILLINOIS

By: David E. Willey
Name: DAVID E. WILLEY
Title: CITY MANAGER

CSX TRANSPORTATION, INC.

By: Charles E. Gullakson
Charles E. Gullakson
Assistant Chief Engineer – Public Projects

EXHIBIT A
ALLOCATION OF WORK

Subject to Section 2.1, work to be performed in connection with the Project is allocated as follows:

- A. Agency shall let by contract to its Contractors:
 - 1. Erosion control plan
 - 2. Right-of-way clearing
 - 3. Roadway construction – including grading, paving and drainage considerations
 - 4. Bridge construction over CSXT
 - 5. All incidental work, including but not limited to guardrail, pavement markings, signage, seeding, etc.
 - 6. Restoration of CSXT right-of-way

- B. CSXT shall perform or cause to be performed:
 - 1. Preliminary engineering services.
 - 2. Changes in communication and signal lines, if necessary.
 - 3. Flagging services and other protective services and devices as may be necessary.
 - 4. Construction engineering and inspection to protect the interests of CSXT.

EXHIBIT B

PLANS AND SPECIFICATIONS

Plans, Specifications and Drawings:

As of the date of this Agreement, the following preliminary plans, specifications and drawings have been submitted by Agency to CSXT for its review and approval:

| <u>SHEET</u> | <u>DESCRIPTION</u> | <u>PREPARER</u> | <u>RECEIVED</u> |
|--------------|--------------------------------|------------------------------|-----------------|
| None | Proposed Andrews Drive Plan | Hanson Professional Services | 04/23/08 |
| None | Proposed Andrews Drive Profile | Hanson Professional Services | 04/23/08 |
| 1 of 4 | General Plan | Hanson Professional Services | 08/18/08 |
| 2 of 4 | Details | Hanson Professional Services | 08/18/08 |
| 3 of 4 | MSE Wall General Plan | Hanson Professional Services | 08/18/08 |
| 4 of 4 | MSE Wall Details | Hanson Professional Services | 08/18/08 |

Agency agrees to forward the final construction plans to CSXT by certified or registered mail upon their completion. CSXT agrees to notify Agency in writing by certified or registered mail within thirty (30) days after receipt of the final construction plans if it has any objections to these plans. Otherwise, CSXT shall be deemed to have waived any objections to the final construction plans.

EXHIBIT C

CSXT SPECIAL PROVISIONS

DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

"CSXT" shall mean CSX Transportation, Inc., its successors and assigns.

"CSXT Representative" shall mean the authorized representative of CSX Transportation, Inc.

"Agreement" shall mean the Agreement between CSXT and Agency dated as of November 13, 2008, as amended from time to time.

"Agency" shall mean the City of Greenville, Illinois.

"Agency Representative" shall mean the authorized representative of the City of Greenville, Illinois.

"Contractor" shall have the meaning ascribed to such term by the Agreement.

"Work" shall mean the Project as described in the Agreement:

I. AUTHORITY OF CSXT ENGINEER

The CSXT Representative shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by the Agency or its Contractor for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement and these Special Provisions.

II. INTERFERENCE WITH CSXT OPERATIONS

- A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damage to CSXT's property, or to poles, wires, and other facilities of tenants on CSXT's Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSXT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the CSXT Representative for approval, but such approval shall not relieve Agency or its Contractor from liability in connection with such Work.
- B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT's property, Agency or its Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of Agency or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

III. NOTICE OF STARTING WORK. Agency or its Contractor shall not commence any work on CSXT Property or rights-of-way until it has complied with the following conditions:

- A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least ten business days in advance of the date Agency or its Contractor proposes to begin Work on CSXT property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.
- B. Obtain authorization from the CSXT Representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which it must comply.
- C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

IV. WORK FOR THE BENEFIT OF THE CONTRACTOR

- A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSXT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSXT or Agency, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSXT or Agency, but must be approved by both CSXT and Agency. Agency or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSXT.
- B. Should Agency or Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSXT for such changes to be accomplished at the Agency or Contractor's expense.

V. HAUL ACROSS RAILROAD

- A. If Agency or Contractor desires access across CSXT property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Agency or Contractor must first obtain the permission of CSXT and shall execute a license agreement or right of entry satisfactory to CSXT, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access.
- B. Agency and Contractor shall not cross CSXT's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

VI. COOPERATION AND DELAYS

- A. Agency or Contractor shall arrange a schedule with CSXT for accomplishing stage construction involving work by CSXT. In arranging its schedule, Agency or Contractor shall ascertain, from CSXT, the lead time required for assembling crews and materials

and shall make due allowance therefor

- B. Agency or Contractor may not charge any costs or submit any claims against CSXT for hindrance or delay caused by railroad traffic; work done by CSXT or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.
- C. Agency and Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.
- D. Agency and Contractor understand and agree that CSXT does not assume any responsibility for work performed by others in connection the Project. Agency and Contractor further understand and agree that they shall have no claim whatsoever against CSXT for any inconvenience, delay or additional cost incurred by Agency or Contractor on account of operations by others.

VII. STORAGE OF MATERIALS AND EQUIPMENT

Agency and Contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless Agency or Contractor has received CSXT Representative's prior written permission. Agency and Contractor understand and agree that CSXT will not be liable for any damage to such materials and equipment from any cause and that CSXT may move, or require Agency or Contractor to move, such material and equipment at Agency's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

VIII. CONSTRUCTION PROCEDURES

A. General

- 1. Construction work on CSXT property shall be subject to CSXT's inspection and approval.
- 2. Construction work on CSXT property shall be in accord with CSXT's written outline of specific conditions and with these Special Provisions.
- 3. Contractor shall observe the terms and rules of the CSXT Safe Way manual, which Agency and Contractor shall be required to obtain from CSXT, and in accord with any other instructions furnished by CSXT or CSXT's Representative.

B. Blasting

- 1. Agency or Contractor shall obtain CSXT Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to CSXT property. If permission for use of explosives is granted, Agency or Contractor must comply with the following:
 - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Agency or Contractor.

- b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
 - c. No blasting shall be done without the presence of an authorized representative of CSXT. At least 10 days' advance notice to CSXT Representative is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.
 - d. Agency or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Agency's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to CSXT's property resulting from the blasting, as directed by CSXT Representative, without delay to trains. If Agency's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, Agency shall bear the entire cost thereof.
 - e. Agency and Contractor shall not store explosives on CSXT property.
2. CSXT Representative will:
- a. Determine the approximate location of trains and advise Agency or Contractor of the approximate amount of time available for the blasting operation and clean-up.
 - b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

IX. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS

Agency or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Agency or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Agency's or Contractor's operations shall be performed at Agency's expense.

X. FLAGGING / INSPECTION SERVICE

- A. CSXT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever Agency or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.
- B. Agency shall reimburse CSXT directly for all costs of flagging that is required on account of construction within CSXT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.

- C. Agency or Contractor shall give a minimum of 10 days' advance notice to CSXT Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to 90-days to obtain this service, and CSXT shall not be liable for the cost of delays attributable to obtaining such service.
- D. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT Representative, such inspection may be necessary. Agency shall reimburse CSXT for the costs incurred by CSXT for such inspection service. Inspection service shall not relieve Agency or Contractor from liability for its Work.
- E. CSXT shall render invoices for, and Agency shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by Agency using the new rates. Agency and Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

XI. UTILITY FACILITIES ON CSXT PROPERTY

Agency shall arrange, upon approval from CSXT, to have any utility facilities on or over CSXT Property changed as may be necessary to provide clearances for the proposed trackage.

XII. CLEAN-UP

Agency or Contractor, upon completion of the Project, shall remove from CSXT's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Agency or Contractor. Agency or Contractor, upon completion of the Project, shall leave CSXT Property in neat condition, satisfactory to CSXT Representative.

XIII. FAILURE TO COMPLY

If Agency or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) CSXT may require Agency and/or Contractor to vacate CSXT Property; and (b) CSXT may withhold monies due Agency and/or Contractor; (c) CSXT may require Agency to withhold monies due Contractor; and (d) CSXT may cure such failure and the Agency shall reimburse CSXT for the cost of curing such failure.

PROPOSED NEW OVERHEAD BRIDGE CONSTRUCTION
EXTENSION OF ANDREWS DRIVE OVER CSXT AT MILEPOST QS-188.2
GREENVILLE, BOND COUNTY, ILLINOIS
CSXT OP NUMBER IL0227

EXHIBIT D
INITIAL ESTIMATE
ATTACHED

**CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE**

ACCT. CODE : 709 - IL0227

| | | |
|--|-------------------------|---------------------|
| ESTIMATE SUBJECT TO REVISION AFTER: | 02/17/2009 | DOT NO.: TBA |
| CITY: Greenville | COUNTY: Bond | STATE: IL |
| DESCRIPTION: Proposed Overhead Bridge Construction - Andrews Drive over CSXT | | |
| DIVISION: Western Division | SUB-DIV: St. Louis Line | MILE POST: QS-188.2 |
| AGENCY PROJECT NUMBER: 99-00036-00-BR | | |

PRELIMINARY ENGINEERING:

| | |
|--|------------------|
| 200 Labor (Non Contract) | \$ 1,350 |
| 200 Additive 42.41% | \$ 573 |
| 230 Expenses | \$ 235 |
| 212 Contracted & Administrative Engineering Services | \$ 8,000 |
| Subtotal | <u>\$ 10,158</u> |

CONSTRUCTION ENGINEERING/INSPECTION:

| | |
|--|------------------|
| 200 Labor (Non Contract) | \$ 1,350 |
| 200 Additive 42.41% | \$ 573 |
| 230 Expenses | \$ 235 |
| 212 Contracted & Administrative Engineering Services | \$ 26,500 |
| Subtotal | <u>\$ 28,658</u> |

FLAGGING SERVICE: (Contract Labor)

| | |
|--|------------------|
| 070 Labor (Conductor-Flagman) | \$ 31,500 |
| 050 Labor (Foreman/Inspector) | \$ - |
| 070 Additive 132.61% (Transportation Department) | \$ 41,772 |
| 050 Additive 133.83% (Engineering Department) | \$ - |
| 230 Per Diem (Engineering Department) | \$ 4,050 |
| 230 Expenses | \$ - |
| Subtotal | <u>\$ 77,322</u> |

SIGNAL & COMMUNICATIONS WORK: (Details Attached) \$ 1,200

TRACK WORK: (Details Attached) \$ -

ACCOUNTING & BILLING:

| | |
|----------------------|----------|
| 040 Labor | \$ 1,500 |
| 040 Additive 181.68% | \$ 2,725 |
| Subtotal | \$ 4,225 |

PROJECT SUBTOTAL \$ 121,562

900 **CONTINGENCIES:** 10.00% \$ 12,156

GRAND TOTAL \$ 133,719

DIVISION OF COST:

| | | |
|----------|----------------|-------------------|
| Agency | <u>100.00%</u> | \$ 133,719 |
| Railroad | | \$ - |
| TOTAL | ***** | <u>\$ 133,719</u> |

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.
This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

| | | |
|---|---------------------------|----------------------------|
| Office of Assistant Chief Engineer Public Projects--Jacksonville, Florida | Approved by: H. A. Gibson | CSXT Public Projects Group |
| Estimate prepared by: Tom Nord - URS Corporation | DATE: 09/25/08 | |
| DATE: 08/21/2008 | REVISED: | |
| Form Last Revised: December 19, 2006 HAG | Project Summary Sheet | |

**CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE**

ACCT. CODE : 709 - IL0227
Pub EB - 3 GFP

| | | |
|--|-------------------------|--------------------|
| ESTIMATE SUBJECT TO REVISION AFTER: | 02/17/2009 | DOT NO.: TBA |
| CITY: Greenville | COUNTY: Bond | STATE: IL |
| DESCRIPTION: Proposed Overhead Bridge Construction - Andrews Drive over CSXT | | |
| DIVISION: Western Division | SUB-DIV: St. Louis Line | MILEPOST: QS-188.2 |
| DRAWING NO.: N/A | DRAWING DATE: __ | REGION: Western |
| AGENCY PROJECT NUMBER: 99-00036-00-BR | | |

PRELIMINARY ENGINEERING:

| | | | | | |
|-----|--|----------|-----------|----|--------|
| 200 | Labor (Non Contract) | 5 Days @ | \$ 270.00 | \$ | 1,350 |
| 200 | Additive 42.41% | | | \$ | 573 |
| 230 | Expenses | | | \$ | 235 |
| 212 | Contracted & Administrative Engineering Services | | | \$ | 8,000 |
| | Subtotal | | | \$ | 10,158 |

CONSTRUCTION ENGINEERING/INSPECTION:

| | | | | | |
|-----|--|----------|-----------|----|--------|
| 200 | Labor (Non Contract) | 5 Days @ | \$ 270.00 | \$ | 1,350 |
| 200 | Additive 42.41% | | | \$ | 573 |
| 230 | Expenses | | | \$ | 235 |
| 212 | Contracted & Administrative Engineering Services | | | \$ | 26,500 |
| | Subtotal | | | \$ | 28,658 |

FLAGGING SERVICE: (Contract Labor)

| | | | | | |
|-----|--|-----------|-----------|----|--------|
| 70 | Labor (Conductor-Flagman) | 90 Days @ | \$ 350.00 | \$ | 31,500 |
| 50 | Labor (Foreman/Inspector) | 0 Days @ | \$ 335.00 | \$ | - |
| 70 | Additive 132.61% (Transportation Department) | | | \$ | 41,772 |
| 50 | Additive 133.83% (Engineering Department) | | | \$ | - |
| 230 | Expenses (Engineering Department) | 0 Days @ | \$ 75.00 | \$ | - |
| 230 | Expenses | 90 Days @ | \$ 45.00 | \$ | 4,050 |
| | Subtotal | | | \$ | 77,322 |

COMMUNICATIONS WORK:

| | | |
|------------------------------|----|---|
| Temporary (Details Attached) | \$ | - |
| Permanent (Details Attached) | \$ | - |
| Subtotal | \$ | - |

**CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE**

ACCT. CODE : 709 - IL0227
Pub EB - 3 GFP

TRACK: LABOR

| | | | | | | | |
|-----|-----------------------------|---------|---|---------|----------|----|---|
| 50 | Traffic Control | | 0 | MAN-HRS | \$ 21.00 | \$ | - |
| 50 | Remove Existing Crossing | | 0 | MAN-HRS | \$ 21.00 | \$ | - |
| 50 | Renew Cross Ties | | 0 | MAN-HRS | \$ 21.00 | \$ | - |
| 50 | Renew Rail | | 0 | MAN-HRS | \$ 21.00 | \$ | - |
| 50 | Install OTM | | 0 | MAN-HRS | \$ 21.00 | \$ | - |
| 50 | Install Field Welds | | 0 | MAN-HRS | \$ 21.00 | \$ | - |
| 50 | Install Geo-Textile Fabric | | 0 | MAN-HRS | \$ 21.00 | \$ | - |
| 50 | Install Sub-Drains | | 0 | MAN-HRS | \$ 21.00 | \$ | - |
| 50 | Install Ballast | | 0 | MAN-HRS | \$ 21.00 | \$ | - |
| 50 | Line and Surface | | 0 | MAN-HRS | \$ 21.00 | \$ | - |
| 50 | Install Crossing Materials | | 0 | MAN-HRS | \$ 21.00 | \$ | - |
| 50 | Install Bituminous Pavement | | 0 | MAN-HRS | \$ 21.00 | \$ | - |
| 50 | _____ | | 0 | MAN-HRS | \$ 21.00 | \$ | - |
| 50 | _____ | | 0 | MAN-HRS | \$ 21.00 | \$ | - |
| 50 | _____ | | 0 | MAN-HRS | \$ 21.00 | \$ | - |
| 50 | Clean-Up | | 0 | MAN-HRS | \$ 21.00 | \$ | - |
| 50 | Additive | 133.83% | | | | \$ | - |
| 230 | Per Diem | | 0 | MAN-DAY | \$ 90.00 | \$ | - |
| | Subtotal | | | | | \$ | - |

TRACK: MATERIAL

| | | | | | | | |
|-----|-----------------------|-------|---|-------|-----------|----|---|
| 220 | Cross Ties, Main Line | | 0 | EA | \$ 31.00 | \$ | - |
| 220 | Rail, 136RE, New | | 0 | LF | \$ 17.00 | \$ | - |
| 220 | Misc. OTM | | 1 | LOT | \$ - | \$ | - |
| 210 | Geo-Textile Fabric | | 0 | RL | \$ 250.00 | \$ | - |
| 210 | Sub-Drains | | 0 | LF | \$ 6.00 | \$ | - |
| 220 | Ballast | | 0 | NT | \$ 5.75 | \$ | - |
| 220 | Field Welds | | 0 | EA | \$ 100.00 | \$ | - |
| | _____ | | 0 | _____ | \$ - | \$ | - |
| | _____ | | 0 | _____ | \$ - | \$ | - |
| | _____ | | 0 | _____ | \$ - | \$ | - |
| | _____ | | 0 | _____ | \$ - | \$ | - |
| | _____ | | 0 | _____ | \$ - | \$ | - |
| | _____ | | 0 | _____ | \$ - | \$ | - |
| | _____ | | 0 | _____ | \$ - | \$ | - |
| 210 | Sales Tax on Material | 6.50% | | | | \$ | - |
| 210 | Material Handling | 5.00% | | | | \$ | - |
| | Subtotal | | | | | \$ | - |

CONTRACT:

| | | | | | | | |
|-----|-----------------------------|--|---|-----|-----------|----|---|
| 215 | Asphalt Paving (In Place) | | 0 | NT | \$ 120.00 | \$ | - |
| 241 | Disposal of Waste Materials | | 0 | TF | \$ 10.00 | \$ | - |
| 215 | Maintenance of Traffic | | 0 | DAY | \$ 300.00 | \$ | - |
| | Subtotal | | | | | \$ | - |

CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE

ACCT. CODE : 709 - iL0227
Pub EB - 3 GFP

| | | | | | | | | |
|-----|----------------------------------|---------|--------|-------------|--|----|---------|---------|
| 241 | <u>EQUIPMENT RENTAL:</u> | | | | | \$ | - | |
| | Subtotal | | | | | | | |
| 50 | <u>WORK TRAIN:</u> | 0 | DAY | \$ 2,100.00 | | \$ | - | |
| | Subtotal | | | | | \$ | - | |
| | <u>SALVAGE:</u> | | | | | | | |
| 228 | Rail | 0 | NT | \$ 65.00 | | \$ | - | |
| 228 | OTM | 0 | NT | \$ 75.00 | | \$ | - | |
| | Subtotal | | | | | \$ | - | |
| | <u>SIGNAL WORK:</u> | | | | | | | |
| 210 | Material - Field & Consumables | | | | | \$ | - | |
| 210 | Material - Sales Tax | | | | | \$ | - | |
| 220 | Material - Shop | | | | | \$ | - | |
| 60 | Construction Labor | | | | | \$ | - | |
| 65 | Shop Labor | | | | | \$ | - | |
| 230 | Per Diem | | | | | \$ | - | |
| 200 | RR Engineering, Preliminary | | | | | \$ | - | |
| 200 | RR Engineering, Construction | | | | | \$ | - | |
| 60 | Additives to Construction Labor | | | | | \$ | - | |
| 65 | Additives to Shop Labor | | | | | \$ | - | |
| 200 | Additives to Engineering | | | | | \$ | - | |
| 241 | Equipment Expense | | | | | \$ | - | |
| 241 | Waste Management | | | | | \$ | - | |
| 212 | Contract Engineering | | | | | \$ | 1,200 | |
| 211 | Freight | | | | | \$ | - | |
| 216 | AC Power Service | | | | | \$ | - | |
| 228 | Salvage | | | | | \$ | - | |
| 900 | Other | | | | | \$ | - | |
| | Subtotal | | | | | \$ | 1,200 | |
| | <u>ACCOUNTING & BILLING:</u> | | | | | | | |
| 40 | Labor | 7.5 | Days @ | \$ 200.00 | | \$ | 1,500 | |
| 40 | Additive | 181.68% | | | | \$ | 2,725 | |
| | Subtotal | | | | | \$ | 4,225 | |
| | <u>PROJECT SUBTOTAL:</u> | | | | | \$ | 121,562 | |
| 900 | <u>CONTINGENCIES:</u> | 10.00% | | | | \$ | 12,156 | |
| | GRAND TOTAL | ***** | | | | | \$ | 133,719 |

CSX TRANSPORTATION, INC.
 FORCE ACCOUNT ESTIMATE

ACCT. CODE : 709 - IL0227
 Pub EB - 3 GFP

DIVISION OF COST:

| | | | |
|----------|----------------|----|---------|
| Agency | <u>100.00%</u> | \$ | 133,719 |
| Railroad | <u>0.00%</u> | \$ | - |
| TOTAL | ***** | \$ | 133,719 |

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work.

Office of Assistant Chief Engineer Public Projects--Jacksonville, Florida

Estimate prepared by: Tom Nord - URS Corporation

Approved by: H. A. Gibson

CSXT Public Projects Group

DATE: 08/21/2008

REVISED:

DATE: 09/25/08

ACCT. CODE : 709 - IL0227
Pub EB - 3 GFP

ESTIMATE SUBJECT TO REVISION AFTER: 02/17/2009 DOT NO.: TBA
CITY: Greenville COUNTY: Bond STATE: IL
DESCRIPTION: Proposed Overhead Bridge Construction - Andrews Drive over CSXT
DIVISION: Western Division SUB-DIV: St. Louis Line MILEPOST: QS-188.2
DRAWING NO.: N/A DRAWING DATE: _____ Western
AGENCY PROJECT NUMBER: 99-00036-00-BR

SIGNAL WORK:

| | | |
|------------------------------------|----|-------|
| 210 Material - Field & Consumables | \$ | - |
| 210 Material - Sales Tax | \$ | - |
| 220 Material - Shop | \$ | - |
| 60 Construction Labor | \$ | - |
| 65 Shop Labor | \$ | - |
| 230 Per Diem | \$ | - |
| 200 RR Engineering,Preliminary | \$ | - |
| 200 RR Engineering,Construction | \$ | - |
| 60 Additives to Construction Labor | \$ | - |
| 65 Additives to Shop Labor | \$ | - |
| 200 Additives to Engineering | \$ | - |
| 241 Equipment Expense | \$ | - |
| 241 Waste Management | \$ | - |
| 212 Contract Engineering | \$ | 1,200 |
| 211 Freight | \$ | - |
| 216 AC Power Service | \$ | - |
| 228 Salvage | \$ | - |
| 900 Other | \$ | - |
| Subtotal | \$ | 1,200 |

Signal Summary

ESTIMATE SUBJECT TO REVISION AFTER: 02/17/2009 DOT NO.: TBA
 CITY: Greenville COUNTY: Bond STATE: IL
 DESCRIPTION: Proposed Overhead Bridge Construction - Andrews Drive over CSXT
 DIVISION: Western Division SUB-DIV: St. Louis Line MILEPOST: QS-188.2
 DRAWING NO.: N/A DRAWING DATE: ___ REGION: Western
 AGENCY PROJECT NUMBER: 99-00036-00-BR

| Amount | | |
|-------------|--|-----------|
| Task | Task Desc | Total |
| 40 | Labor General Office | \$4,225 |
| 50 | Labor Roadway | |
| 60 | Labor Signal | |
| 65 | Labor Signal1 | |
| 70 | Labor Transportation | \$73,272 |
| 200 | Labor NonContract | \$3,845 |
| 210 | Invoice Material Material - Field & Consu | |
| 211 | Invoice Freight | |
| 212 | Invoice Contract Eng | \$35,700 |
| 215 | Invoice Misc | |
| 216 | Invoice Utilities | |
| 220 | Material New Material - Shop | |
| 228 | Scrap Credit | |
| 230 | ExpenseRpts | \$4,520 |
| 241 | Invoice Rental | |
| 900 | Other | |
| 900 | Contingencies | \$12,156 |
| | Invoice Material Material New | |
| Grand Total | | \$133,719 |

PROPOSED NEW OVERHEAD BRIDGE CONSTRUCTION
EXTENSION OF ANDREWS DRIVE OVER CSXT AT MILEPOST QS-188.2
GREENVILLE, BOND COUNTY, ILLINOIS
CSXT OP NUMBER IL0227

EXHIBIT E

PAYMENT SCHEDULE

Advance Payment in Full

Upon execution and delivery of notice to proceed with the Project, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within 30 days following delivery of such invoice to Agency.

EXHIBIT F

INSURANCE REQUIREMENTS

I. Insurance Policies:

Agency and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates.
3. Commercial automobile liability insurance with limits of not less than \$500,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured.
4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
 - a. The insurer must be financially stable and rated B+ or better in Best's Insurance Reports.
 - b. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
 - c. CSX Transportation must be named as the named insured on the Railroad Protective Insurance Policy.
 - d. Name and Address of Contractor and Agency must be shown on the Declarations page.
 - e. Description of operations must appear on the Declarations page and must match the Project description, including project or contract identification numbers.
 - f. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.
 - g. Authorized endorsements may include:
 - (i). Broad Form Nuclear Exclusion - IL 00 21
 - (ii) 30-day Advance Notice of Non-renewal or cancellation
 - (iii) Required State Cancellation Endorsement
 - (iv) Quick Reference or Index - CL/IL 240
 - h. Authorized endorsements may not include:

- (i) A Pollution Exclusion Endorsement except CG 28 31
- (ii) A Punitive or Exemplary Damages Exclusion
- (iii) A "Common Policy Conditions" Endorsement
- (iv) Any endorsement that is not named in Section 4 (f) or (g) above.
- (v) Policies that contain any type of deductible

5. Such additional or different insurance as CSXT may require.

II. Additional Terms

1. Contractor must submit its original insurance policies and two copies and all notices and correspondence regarding the insurance policies to:

Donna W. Melton
Manager - Insurance
CSX Transportation, Inc.
500 Water Street - C907
Jacksonville, FL 32202
904-359-1247 (Phone)
904-245-2833 (Fax)

2. Neither Agency nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance policies.

PROPOSED NEW OVERHEAD BRIDGE CONSTRUCTION
EXTENSION OF ANDREWS DRIVE OVER CSXT AT MILEPOST QS-188.2
GREENVILLE, BOND COUNTY, ILLINOIS
CSXT OP NUMBER IL0227

SCHEDULE I

CONTRACTOR'S ACCEPTANCE

To and for the benefit of CSX Transportation, Inc. ("CSXT") and to induce CSXT to permit Contractor on or about CSXT's property for the purposes of performing work in accordance with the Agreement dated November 13, 2008, between the City of Greenville, Illinois and CSXT, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C and F to the Agreement, and Sections 3, 9 and 11 of the Agreement.

Contractor: _____

By: _____

Name: _____

Title: _____

Date: _____

WCOR\130459.7

PROPOSED NEW OVERHEAD BRIDGE CONSTRUCTION
EXTENSION OF ANDREWS DRIVE OVER CSXT AT MILEPOST QS-188.2
GREENVILLE, BOND COUNTY, ILLINOIS
CSXT OP NUMBER IL0227

SCHEDULE I

CONTRACTOR'S ACCEPTANCE

To and for the benefit of CSX Transportation, Inc. ("CSXT") and to induce CSXT to permit Contractor on or about CSXT's property for the purposes of performing work in accordance with the Agreement dated November 13, 2008, between the City of Greenville, Illinois and CSXT, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C and F to the Agreement, and Sections 3, 9 and 11 of the Agreement.

Contractor: _____

By: _____

Name: _____

Title: _____

Date: _____

\\COR\130459.7



HANSON

SOIL BORING LOG

Page 1 of 1Date 7/11/06ROUTE _____ DESCRIPTION Andrews Drive LOGGED BY RGCSECTION 99-00036-00-BF LOCATION NE ¼, SEC. 12, TWP. 5 N, RNG. 3 WCOUNTY Bond DRILLING METHOD 3¼" HSA HAMMER TYPE autoSTRUCT. NO. _____
Station _____BORING NO. B-01
Station 101+00
Offset _____
Ground Surface Elev. 533.00 ft

| D E P T H | B L O W S | U C S Qu | M O I S T (%) |
|-----------------------|-----------------------|-----------------------|----------------------------------|
| (ft) | (/6") | (tsf) | |

Surface Water Elev. _____ ft
 Stream Bed Elev. _____ ft
 Groundwater Elev.:
 First Encounter _____ dry ft
 Upon Completion _____ dry ft
 After _____ Hrs. _____ ft

Brown very fine sandy silt (trace clay) / roots.

| | | | |
|---|-----|------|--|
| 5 | | | |
| 7 | 4.5 | 11.5 | |
| 5 | P | | |
| 4 | | | |
| 4 | 4.5 | 13.2 | |
| 5 | P | | |

528.00

End of Boring

| |
|-----|
| -5 |
| -10 |
| -15 |
| -20 |

The Unconfined Compressive Strength (UCS) Failure Mode is indicated by (B-Bulge, S-Shear, P-Penetrometer)
 The SPT (N value) is the sum of the last two blow values in each sampling zone (AASHTO T206)

BBS, from 137 (Rev. 8-99)



HANSON

SOIL BORING LOG

Date 7/11/06ROUTE _____ DESCRIPTION Andrews Drive LOGGED BY RGCSECTION 99-00036-00-BR LOCATION NE 1/4, SEC. 13, TWP. 5 N, RNG. 3 WCOUNTY Bond DRILLING METHOD 3 3/4" HSA HAMMER TYPE auto

| STRUCT. NO. _____ Station _____ | D E P T H H | B L O W S | U C S Qu | M O I S T T | Surface Water Elev. _____ ft |
|--|--------------------------------|-----------------------|-----------------------|--------------------------------|------------------------------|
| BORING NO. <u>B-03</u> Station <u>106+75</u> Offset _____ Ground Surface Elev. <u>528.00</u> ft | | | | | Stream Bed Elev. _____ ft |
| | (ft) | (/6") | (tsf) | (%) | Groundwater Elev.: |
| Light gray fine to coarse gravel. _____ 527.30 | | | | | First Encounter _____ ft |
| Brown & gray very fine sandy silt / some clay & oxidized spots. _____ 525.70 | 2 3 3 | | 2.2 B | 20.7 | Upon Completion _____ ft |
| Brown & gray very fine sandy silty clay (trace small gravel). _____ 523.00 | 2 2 4 | | 1.8 B | 23.6 | After _____ Hrs. _____ ft |
| End of Boring | -5 | | | | |
| | -10 | | | | |
| | -15 | | | | |
| | -20 | | | | |

The Unconfined Compressive Strength (UCS) Failure Mode is indicated by (B-Bulge, S-Shear, P-Penetrometer)
 The SPT (N value) is the sum of the last two blow values in each sampling zone (AASHTO T206)

BBS, from 137 (Rev. 8-99)



HANSON

SOIL BORING LOG

ROUTE _____ DESCRIPTION Andrews Drive LOGGED BY RGC

SECTION 99-00036-00-BR LOCATION NE 1/4, SEC. 13, TWP. 5 N, RNG. 3 W

COUNTY Bond DRILLING METHOD 3/4" HSA HAMMER TYPE auto

STRUCT. NO. _____
Station _____

BORING NO. B-05
Station 113+00
Offset 5.00ft LT
Ground Surface Elev. 529.00 ft

| D E P T H | B L O W S | U C S Qu | M O I S T |
|-----------------------|-----------------------|-----------------------|-----------------------|
| (ft) | (/6") | (tsf) | (%) |

Surface Water Elev. _____ ft
Stream Bed Elev. _____ ft
Groundwater Elev.:
First Encounter _____ ft
Upon Completion _____ ft
After _____ Hrs. _____ ft

| | | | |
|---|---|-----|------|
| Brown very fine sandy silt (trace clay) / roots. | 1 | | |
| | 2 | | 15.1 |
| | 3 | | |
| 526.00 | | | |
| Brown & gray very fine sandy silty clay / oxidized spots. | 2 | | |
| | 3 | 1.9 | 24.0 |
| | 4 | BSh | |
| 523.00 | | | |
| Yellow brown & gray fine sandy silty clay (trace c. sand) / oxidized spots. | 2 | | |
| | 3 | 1.9 | 19.7 |
| | 4 | BSh | |
| 519.00 | | | |
| End of Boring | 2 | | |
| | 2 | 1.1 | 23.4 |
| | 3 | B | |
| -10 | | | |
| -15 | | | |
| -20 | | | |

The Unconfined Compressive Strength (UCS) Failure Mode is indicated by (B-Bulge, S-Shear, P-Penetrometer)
The SPT (N value) is the sum of the last two blow values in each sampling zone (AASHTO T206)



HANSON

SOIL BORING LOG

Page 1 of 1Date 7/12/06ROUTE _____ DESCRIPTION Andrews Drive LOGGED BY RGCSECTION 99-00036-00-BR LOCATION NE ¼, SEC. 13, TWP. 5 N, RNG. 3 WCOUNTY Bond DRILLING METHOD 3¾" HSA HAMMER TYPE autoSTRUCT. NO. _____
Station _____BORING NO. B-06
Station 114+50
Offset 5.00ft LT
Ground Surface Elev. 530.00 ft

| D E P T H | B L O W S | U C S Qu | M O I S T |
|-----------------------|-----------------------|-------------------|-----------------------|
| (ft) | (/6") | (tsf) | (%) |

 Surface Water Elev. _____ ft
 Stream Bed Elev. _____ ft
 Groundwater Elev.:
 First Encounter 516.5 ft ▼
 Upon Completion _____ ft
 After _____ Hrs. _____ ft

Brown very fine sandy clayey silt / roots & oxidized spots.

| | | | |
|----|--|------|--|
| 3 | | | |
| 4 | | 19.0 | |
| 5 | | | |
| 3 | | | |
| 3 | | 20.7 | |
| 4 | | | |
| -5 | | | |

524.50

Brown & gray very fine sandy silty clay / oxidized spots.

| | | | |
|-----|-----|------|--|
| 1 | | | |
| 3 | 2.1 | 23.7 | |
| 4 | B | | |
| 2 | | | |
| 2 | 1.8 | 25.3 | |
| 4 | BSh | | |
| -10 | | | |

| | | | |
|---|-----|------|--|
| 1 | | | |
| 2 | 1.9 | 19.0 | |
| 4 | B | | |

▼

516.00

Gray silty fine sand.

| | | | |
|-----|--|------|--|
| WH | | | |
| 6 | | 22.2 | |
| 10 | | | |
| -15 | | | |

513.00

Gray fine sandy clayey silt (trace coarse sand & small gravel) / silt pockets - calc.

| | | | |
|-----|-----|------|--|
| 2 | | | |
| 2 | 1.5 | 13.2 | |
| 2 | B | | |
| 3 | | | |
| 4 | 3.5 | 11.1 | |
| 6 | B | | |
| -20 | | | |

510.00

End of Boring

The Unconfined Compressive Strength (UCS) Failure Mode is indicated by (B-Bulge, S-Shear, P-Penetrometer)

The SPT (N value) is the sum of the last two blow values in each sampling zone (AASHTO T206)

51

BBS, from 137 (Rev. 8-99)



HANSON

SOIL BORING LOG

ROUTE _____ DESCRIPTION Andrews Drive LOGGED BY RGC

SECTION 99-00036-00-BR LOCATION NE ¼, SEC. 13, TWP. 5 N, RNG. 3 W

COUNTY Bond DRILLING METHOD 3¼" HSA to 20 ft, mud rotary to 60 ft HAMMER TYPE auto

STRUCT. NO. 003-6000
Station 117+73.00

BORING NO. B-07
Station 115+88

Offset _____
Ground Surface Elev. 532.00 ft

| DEPTH (ft) | BLOWS (/6") | UCS (tsf) | MOIST (%) |
|------------|-------------|-----------|-----------|
|------------|-------------|-----------|-----------|

Surface Water Elev. _____ ft
Stream Bed Elev. _____ ft
Groundwater Elev.:
First Encounter 517.5 ft ▼
Upon Completion _____ ft
After _____ Hrs. _____ ft

| DEPTH (ft) | BLOWS (/6") | UCS (tsf) | MOIST (%) |
|------------|-------------|-----------|-----------|
|------------|-------------|-----------|-----------|

| | | | |
|--|---|-----|------|
| Brown very fine sandy silty clay / oxidized spots. | | | |
| | 2 | | |
| | 4 | 3.1 | 27.7 |
| | 5 | BSh | |
| | 1 | | |
| | 3 | 1.9 | 24.3 |
| | 3 | BSh | |
| | 1 | | |
| | 2 | 1.8 | 24.0 |
| | 4 | B | |
| | 2 | | |
| | 2 | 1.9 | 25.4 |
| | 4 | BSh | |
| 521.50 | | | |

| | | | |
|--|---|-----|------|
| Gray fine sandy clayey silt (trace coarse sand & small gravel) - calc. (continued) | | | |
| | 4 | | |
| | 5 | 2.1 | 13.6 |
| | 7 | B | |
| | 3 | | |
| | 5 | 3.3 | 12.4 |
| | 8 | B | |
| | 5 | | |
| | 7 | 3.3 | 12.0 |
| | 9 | B | |
| | 4 | | |
| | 6 | 3.7 | 12.0 |
| | 9 | B | |

| | | | |
|--|----|-----|------|
| Gray fine sandy silty clay (trace small gravel). | | | |
| | WH | | |
| | 2 | 1.1 | 27.4 |
| | 3 | BSh | |
| | 1 | | |
| | 2 | 1.1 | 22.1 |
| | 2 | BSh | |
| 516.50 | | | |

| | | | |
|--|----|-----|------|
| Gray fine sandy clayey silt (trace coarse sand & small gravel) - calc. | | | |
| | 3 | | |
| | 9 | 4.9 | 11.0 |
| | 14 | BSh | |
| | 4 | | |
| | 6 | 5.2 | 10.1 |
| | 9 | B | |

| | | | |
|--|---|-----|------|
| | | | |
| | 5 | | |
| | 7 | 3.3 | 12.0 |
| | 9 | B | |
| | 4 | | |
| | 6 | 3.7 | 12.0 |
| | 9 | B | |

The Unconfined Compressive Strength (UCS) Failure Mode is indicated by (B-Bulge, S-Shear, P-Penetrometer)
The SPT (N value) is the sum of the last two blow values in each sampling zone (AASHTO T206)



SHELBY TUBE TEST RESULTS

ROUTE _____ DESCRIPTION _____ Andrews Drive _____ DRILLED BY _____ Geotechnology _____
 SECTION 99-00036-00-BR LOCATION NE 1/4, SEC. 13, TWP. 5 N, RNG. 3 W
 COUNTY _____ Bond _____ STRUCT. NO. 003-6000
 Station 117+73.00
 BORING NO. B-07S Ground Surface Elev. 532.00 ft Tube Length 30 in
 Station 115+95 Begin Sampling Depth -1 ft Tube Diameter 3 in
 Offset _____

SOIL TYPE, DESCRIPTION AND OBSERVATIONS

Brn. & gray vf. sandy silty clay / silt seams.
 Brn. & gray vf. sandy silty clay.
 Brn. & gray vf. sandy silty clay / ox. spots.
 Brn. & gray vf. sandy silty clay / ox. spots & silt seams.
 Brn. & gray vf. sandy silty clay, tr. silt seams.
 Brn. & gray vf. sandy silty clay / ox. spots & tr. silt seams.
 Brn. & gray vf. sandy silty clay / ox. spots & silt seams.
 Brn. & gray vf. sandy silty clay / ox. spots & silt seams.
 Brn. & gray vf. sandy silty clay / ox. spots & silt seams.

| S P E C I M E N | R E C O V E R Y (%) | U N I T W E I G H T (pcf) | S T R E N G T H (tsf) | M O I S T U R E (%) | C O H E S I O N (tsf) | P H I A N G (deg) | T E S T T Y P E |
|-----------------|---------------------|---------------------------|-----------------------|---------------------|-----------------------|-------------------|-----------------|
| 1-1 | | 115.8 | 1.9 | 21.3 | | | UC |
| 1-2 | | 118.2 | 1.8 | 24.3 | | | |
| 1-3 | 75 | 126.9 | | 22.0 | | | |
| 2-1 | | | 1.8 | 20.8 | | | |
| 2-2 | | 124.1 | 2.7 | 22.8 | | | |
| 2-3 | 75 | 123.4 | 2.1 | 23.4 | | | |
| 3-1 | | 123.0 | 1.7 | 23.8 | | | |
| 3-2 | | | 2.4 | | | | |
| 3-3 | 75 | 125.5 | 2.4 | 23.2 | | | |
| | | | | | | | |

The "Unit Weight" column indicates the "wet" or "moist" unit weight of the sample
 The "Strength" column represents the "unconfined compressive" strength of the sample (AASHTO T 208)
 The "Test Type" indicates if Unconsolidated Undrained (UU) or Consolidated Undrained (CU) test procedures (AASHTO T 296 or T 297) were used



HANSON

SOIL BORING LOG

Date 7/11/06

ROUTE _____ DESCRIPTION Andrews Drive LOGGED BY RGK

SECTION 99-00036-00-BR LOCATION NE 1/4, SEC. 13, TWP. 5 N, RNG. 3 W

COUNTY Bond DRILLING METHOD 3 3/4" HSA to 20 ft, mud rotary to 60 ft HAMMER TYPE auto

STRUCT. NO. 003-6000
Station 117+73.00

BORING NO. B-08
Station 117+20
Offset _____
Ground Surface Elev. 533.00 ft

| DEPTH (ft) | BLOWS (/6") | UCS (tsf) | MOIST (%) | Surface Water Elev. _____ ft | DEPTH (ft) | BLOWS (/6") | UCS (tsf) | MOIST (%) |
|------------|-------------|-----------|-----------|---|------------|-------------|-----------|-----------|
| | | | | Stream Bed Elev. _____ ft | | | | |
| | | | | Groundwater Elev.: | | | | |
| | | | | First Encounter _____ ft | | | | |
| | | | | Upon Completion _____ ft | | | | |
| | | | | After _____ Hrs. _____ ft | | | | |
| 0 | | | | Brown very fine sandy clayey silt / roots. | 512.00 | | | |
| 5 | | | | Brown fine sandy clayey silt (trace coarse sand & small gravel) - calc. (continued) | | | | |
| 7 | | 14.3 | | Gray fine sandy clayey silt (trace coarse sand & small gravel) - calc. | | | | |
| 7 | | | | | | | | |
| 2 | | | | | | 5 | | |
| 3 | | 14.3 | | | | 7 | 6.0 | 9.5 |
| 3 | | | | | | 12 | B | |
| -5 | | | | | | -25 | | |
| 527.50 | | | | | | | | |
| | | | | Yellow brown & gray fine sandy silty clay / oxidized spots. | | | | |
| 1 | | | | | | | | |
| 3 | | 2.0 | 19.2 | | | | | |
| 3 | | P | | | | | | |
| 2 | | | | | | 16 | | |
| 2 | | 1.4 | 22.7 | | | 22 | 9.8 | 8.6 |
| 3 | | B | | | | 30 | Sh | |
| -10 | | | | | | -30 | | |
| 1 | | | | | | | | |
| 3 | | 1.2 | 20.4 | | | | | |
| 2 | | BSh | | | | | | |
| 520.00 | | | | | | | | |
| | | | | Brown fine sandy clayey silt (trace coarse sand & small gravel) - calc. | | | | |
| 3 | | | | | | 12 | | |
| 9 | | 5.8 | 11.5 | | | 22 | 10.5 | 10.0 |
| 11 | | B | | | | 20 | Sh | |
| -15 | | | | | | -35 | | |
| 4 | | | | | | | | |
| 10 | | 5.8 | 11.1 | | | | | |
| 16 | | BSh | | | | | | |
| 4 | | | | | | 7 | | |
| 19 | | | 11.2 | | | 11 | 8.9 | 10.1 |
| 22 | | | | | | 16 | BSh | |
| -20 | | | | | | -40 | | |

The Unconfined Compressive Strength (UCS) Failure Mode is indicated by (B-Bulge, S-Shear, P-Penetrometer)
The SPT (N value) is the sum of the last two blow values in each sampling zone (AASHTO T206)

55



HANSON

SOIL BORING LOG

ROUTE _____ DESCRIPTION Andrews Drive LOGGED BY RGC

SECTION 99-00036-00-BR LOCATION NE 1/4, SEC. 13, TWP. 5 N, RNG. 3 W

COUNTY Bond DRILLING METHOD 3 3/4" HSA to 35 ft, mud rotary to 60 ft HAMMER TYPE auto

STRUCT. NO. 003-6000
Station 117+73.00

BORING NO. B-09
Station 119+06

Offset _____
Ground Surface Elev. 535.00 ft

| D E P T H (ft) | B L O W S (/6") | U C S Qu (tsf) | M O I S T (%) |
|-----------------------------------|------------------------------------|--------------------------------|----------------------------------|
|-----------------------------------|------------------------------------|--------------------------------|----------------------------------|

Surface Water Elev. _____ ft
Stream Bed Elev. _____ ft

Groundwater Elev.:
First Encounter _____ ft
Upon Completion _____ ft
After _____ Hrs. _____ ft

| D E P T H (ft) | B L O W S (/6") | U C S Qu (tsf) | M O I S T (%) |
|-----------------------------------|------------------------------------|--------------------------------|----------------------------------|
|-----------------------------------|------------------------------------|--------------------------------|----------------------------------|

Brown & gray very fine sandy clayey silt / oxidized spots.

| | | | |
|---|-----|------|--|
| 3 | | | |
| 4 | 4.1 | 21.5 | |
| 5 | BSh | | |
| 2 | | | |
| 3 | 2.1 | 25.3 | |
| 4 | B | | |

Gray fine sandy silt / some clay (trace coarse sand & small gravel) - calc. (continued)

| | | | |
|----|-----|-----|--|
| 4 | | | |
| 8 | 8.0 | 9.2 | |
| 13 | B | | |

529.50

Brown & gray fine sandy silty clay (trace small gravel).

| | | | |
|---|-----|------|--|
| 1 | | | |
| 2 | 1.6 | 22.1 | |
| 2 | B | | |
| 1 | | | |
| 3 | 1.9 | 22.4 | |
| 3 | BSh | | |

| | | | |
|----|-----|-----|--|
| 5 | | | |
| 9 | 7.8 | 9.5 | |
| 14 | B | | |

522.80

Brownish gray fine sandy silt / some clay (trace coarse sand & small gravel) - calc.

| | | | |
|----|-----|------|--|
| 3 | | | |
| 6 | 4.5 | 11.7 | |
| 12 | B | | |

| | | | |
|----|-----|------|--|
| 6 | | | |
| 9 | 5.4 | 11.4 | |
| 14 | B | | |

519.00

Gray fine sandy silt / some clay (trace coarse sand & small gravel) - calc.

| | | | |
|----|-----|------|--|
| 5 | | | |
| 9 | 6.6 | 10.8 | |
| 12 | BSh | | |
| 4 | | | |
| 6 | 7.8 | 9.5 | |
| 12 | B | | |

| | | | |
|----|-----|------|--|
| 4 | | | |
| 8 | 5.0 | 13.6 | |
| 12 | B | | |

The Unconfined Compressive Strength (UCS) Failure Mode is indicated by (B-Bulge, S-Shear, P-Penetrometer)
The SPT (N value) is the sum of the last two blow values in each sampling zone (AASHTO T206)



HANSON

SOIL BORING LOG

Date 7/10/06

ROUTE _____ DESCRIPTION Andrews Drive LOGGED BY RGC

SECTION 99-00036-00-BR LOCATION NE 1/4, SEC. 13, TWP. 5 N, RNG. 3 W

COUNTY Bond DRILLING METHOD 3 3/4" HSA HAMMER TYPE auto

STRUCT. NO. 003-6000
Station 117+73.00

BORING NO. B-10
Station 119+85
Offset _____
Ground Surface Elev. 536.00 ft

| DEPTH H | BLOWS S | UCS Qu | MOIST T |
|------------|------------|-----------|------------|
| (ft) | (/6") | (tsf) | (%) |

Surface Water Elev. _____ ft
Stream Bed Elev. _____ ft
Groundwater Elev.:
First Encounter 525.0 ft ▼
Upon Completion _____ ft
After _____ Hrs. _____ ft

| DEPTH H | BLOWS S | UCS Qu | MOIST T |
|------------|------------|-----------|------------|
| (ft) | (/6") | (tsf) | (%) |

| | | | | | | | | | | |
|---|-----|------|------|------|---|-----|-----|-----|-----|--|
| Brown & gray very fine sandy silty clay / oxidized spots. | | | | | Gray fine sandy silt / some clay (trace coarse sand & small gravel) - calc. (continued) | | | | | |
| | | 3 | | | | | 5 | | | |
| | | 5 | 3.7 | 21.5 | | | 10 | 7.8 | 9.1 | |
| | 6 | BSh | | | | 13 | BSh | | | |
| | | | | | | | | | | |
| | 3 | | | | | 4 | | | | |
| | 3 | 1.4 | 18.6 | | | 9 | 8.5 | 9.3 | | |
| | -5 | 4 | B | | | -25 | 13 | BSh | | |
| | | | | | | | | | | |
| 530.50 | | | | | | | | | | |
| Orange brown & gray fine sandy silty clay. | | 2 | | | | | | | | |
| | | 3 | 3.2 | 19.1 | | | | | | |
| | | 5 | P | | | | | | | |
| | | | | | | | | | | |
| | 2 | | | | | 4 | | | | |
| | 2 | 1.9 | 25.4 | | | 9 | 7.2 | 9.6 | | |
| | -10 | 3 | BSh | | | -30 | 11 | BSh | | |
| | | | | | | | | | | |
| | 1 | | | | | | | | | |
| | 1 | 0.3 | 19.7 | | | | | | | |
| | 1 | B | | | | | | | | |
| | | | | | | | | | | |
| 523.00 | | | | | | | | | | |
| Brown & gray fine sandy silt / some clay (trace coarse sand & small gravel) - calc. | | 2 | | | | 4 | | | | |
| | | 12 | 5.0 | 11.8 | | 8 | 8.5 | 8.9 | | |
| | | -15 | 13 | BSh | | -35 | 11 | BSh | | |
| | | | | | | | | | | |
| | 9 | | | | | | | | | |
| | 18 | 10.3 | 10.5 | | | | | | | |
| | 22 | Sh | | | | | | | | |
| | | | | | | | | | | |
| 518.00 | | | | | | | | | | |
| Gray fine sandy silt / some clay (trace coarse sand & small gravel) - calc. | | 3 | | | | 6 | | | | |
| | | 8 | 6.2 | 8.9 | | 10 | 8.0 | 9.8 | | |
| | | -20 | 12 | BSh | | -40 | 14 | BSh | | |

The Unconfined Compressive Strength (UCS) Failure Mode is indicated by (B-Bulge, S-Shear, P-Penetrometer)
The SPT (N value) is the sum of the last two blow values in each sampling zone (AASHTO T206)

BBS, from 137 (Rev. 8-99)



SHELBY TUBE TEST RESULTS

ROUTE _____ DESCRIPTION _____ DRILLED BY Geotechnology

SECTION 99-00036-00-BR LOCATION NE 1/4, SEC. 13, TWP. 5 N, RNG. 3 W

COUNTY _____ Bond _____ STRUCT. NO. 003-6000
 Station 117+73.00

BORING NO. B-11
 Station 119+85 Ground Surface Elev. 536.00 ft Tube Length 30 in
 Offset 10.00ft RT Begin Sampling Depth -3 ft Tube Diameter 3 in

SOIL TYPE, DESCRIPTION AND OBSERVATIONS

- Brn. & gray vf. sandy silty clay / ox. spots (tr. silt seams).
- Brn. & gray vf. sandy silty clay / ox. spots (tr. silt seams).
- Brn. & gray vf. sandy silty clay / ox. spots (tr. silt seams).
- No sample
- Brn. & gray vf. sandy silty clay (tr. silt seams).
- Brn. & gray vf. sandy silty clay (tr. silt seams).
- Brn. & gray vf. sandy silty clay (tr. silt seams).
- No sample
- Brn. f. sandy silty clay (tr. sm. gravel).
- Brn. f. sandy silty clay (tr. sm. gravel).
- Brn. f. sandy silty clay (tr. sm. gravel).
- Brn. f. sandy silty clay (tr. sm. gravel).
- Brn. f. sandy silty (tr. c. sand, sm. gravel & brn. & gray f. sandy clayey silt).
- Brn. f. sandy silt (tr. c. sand).
- Brn. f. sandy silt (tr. c. sand).
- Brn. f. sandy silty (tr. sm. gravel).
- Brn. f. sandy silty (tr. sm. gravel).
- Brn. vi.-f. sandy silty clay (tr. c. sand & sm. gravel).
- Brn. vi.-f. sandy silty clay (tr. c. sand & sm. gravel).
- Brn. vi.-f. sandy silty clay (tr. c. sand, sm. gravel & cobbles.).
- No sample

| DEPT H (ft) | | SPECIMEN (no) | RECOVERY (%) | UNIT WEIGHT (pcf) | STRENGTH (tsf) | MOISTURE (%) | COHESION (tsf) | PHI ANGLE (deg) | TEST TYPE |
|-------------|-----|---------------|--------------|-------------------|----------------|--------------|----------------|-----------------|-----------|
| | | 1-1 | | 123.7 | 1.8 | 23.1 | | | |
| | | 1-2 | | 129.0 | 1.6 | 21.7 | | | |
| | | 1-3 | | 127.7 | 1.6 | 17.1 | | | |
| | -5 | 1-4 | 75 | | | | | | |
| | | 2-1 | | 128.4 | 1.2 | 18.2 | | | |
| | | 2-2 | | 126.6 | 1.2 | 17.5 | | | |
| | | 2-3 | | 126.0 | 1.8 | 18.6 | | | |
| | | 2-4 | 75 | | | | | | |
| | | 3-1 | | 125.1 | 1.4 | 20.4 | | | |
| | | 3-2 | | 126.4 | 2.1 | 20.9 | | | |
| | | 3-3 | | 127.6 | 1.8 | 20.3 | | | |
| | | 3-4 | 100 | 127.0 | 1.7 | 20.9 | | | |
| | | 4-1 | | 125.0 | 1.4 | 20.7 | | | |
| | -10 | 4-2 | | 127.2 | 1.7 | 22.4 | | | |
| | | 4-3 | | 127.0 | 1.6 | 19.8 | | | |
| | | 4-4 | 100 | 125.5 | 0.7 | 21.4 | | | |
| | | 5-1 | | 127.8 | 0.6 | 23.1 | | | |
| | | 5-2 | | 126.1 | 0.8 | 21.5 | | | |
| | | 5-3 | | 139.7 | 3.1 | 12.8 | | | |
| | | 5-4 | 100 | 138.0 | 3.1 | 12.9 | | | |
| | | 6-1 | | 140.7 | 3.3 | 17.6 | | | |
| | | 6-2 | 25 | | | | | | |
| | -15 | | | | | | | | |

The "Unit Weight" column indicates the "wet" or "moist" unit weight of the sample
 The "Strength" column represents the "unconfined compressive" strength of the sample (AASHTO T 208)
 The "Test Type" indicates if Unconsolidated Undrained (UU) or Consolidated Undrained (CU) test procedures (AASHTO T 296 or T 297) were used



HANSON

SOIL BORING LOG

Page 1 of 1Date 7/10/06ROUTE _____ DESCRIPTION Andrews Drive LOGGED BY RGCSECTION 99-00036-00-BR LOCATION NE 1/4, SEC. 13, TWP. 5 N, RNG. 3 WCOUNTY Bond DRILLING METHOD 3 3/4" HSA HAMMER TYPE autoSTRUCT. NO. _____
Station _____BORING NO. B-13
Station 124+00
Offset _____
Ground Surface Elev. 537.00 ft

| DEPTH (ft) | BLOW COUNT (/6") | UCS Qu (tsf) | MOIST CONTENT (%) |
|---------------|------------------------|--------------------|-------------------------|
|---------------|------------------------|--------------------|-------------------------|

 Surface Water Elev. _____ ft
 Stream Bed Elev. _____ ft
 Groundwater Elev.:
 First Encounter _____ dry ft
 Upon Completion _____ dry ft
 After _____ Hrs. _____ ft
Brown & gray fine sandy silty clay
(trace small gravel).

| | | | |
|----|-----|------|--|
| 3 | | | |
| 4 | 4.3 | 15.3 | |
| 5 | P | | |
| 3 | | | |
| 2 | 1.2 | 30.7 | |
| 3 | B | | |
| -5 | | | |
| 2 | | | |
| 2 | 1.4 | 21.7 | |
| 2 | B | | |

529.50

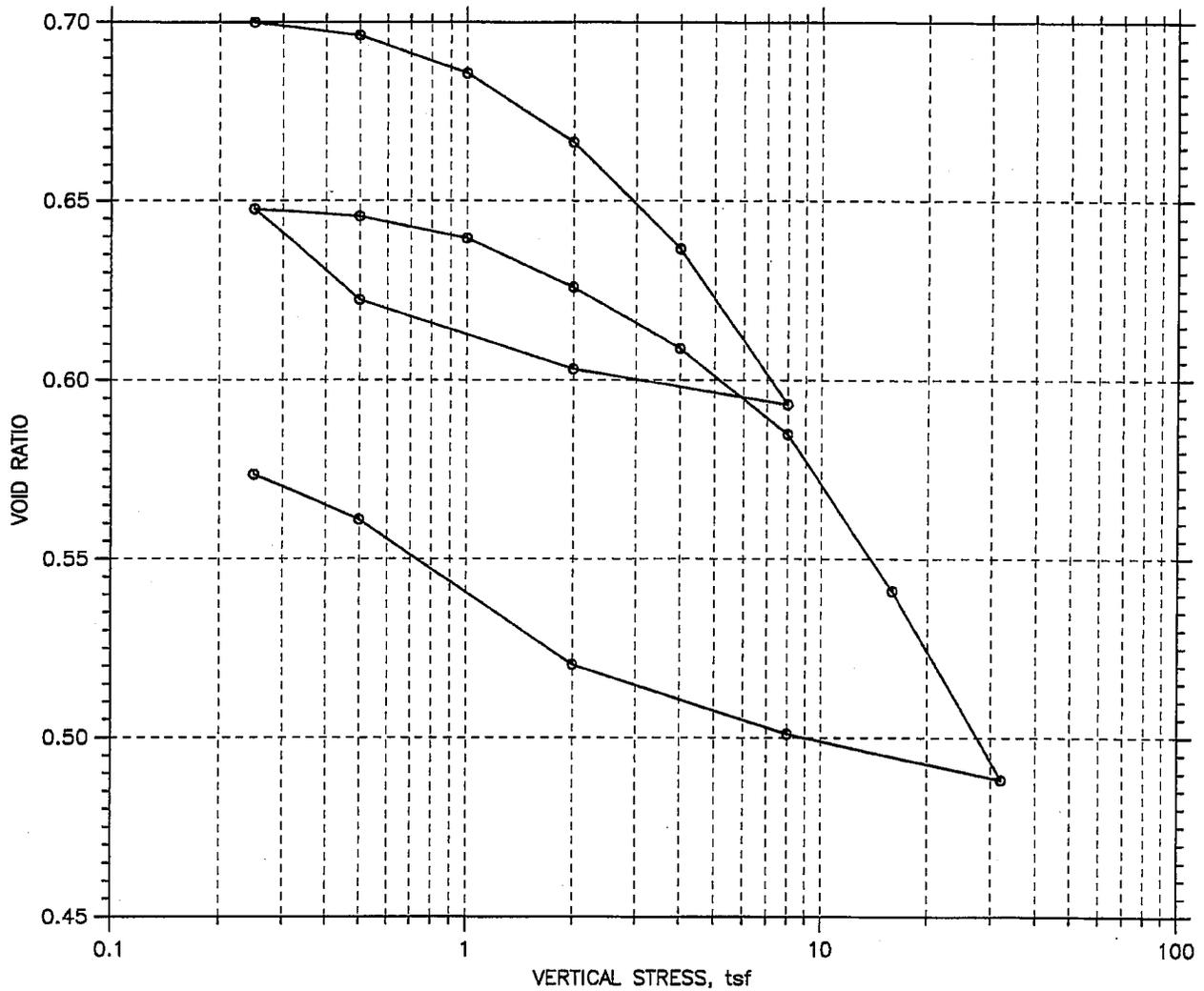
End of Boring

| | | | |
|-----|--|--|--|
| -10 | | | |
| -15 | | | |
| -20 | | | |

The Unconfined Compressive Strength (UCS) Failure Mode is indicated by (B-Bulge, S-Shear, P-Penetrometer)
 The SPT (N value) is the sum of the last two blow values in each sampling zone (AASHTO T206)

BBS, from 137 (Rev. 8-99)

CONSOLIDATION TEST DATA SUMMARY REPORT



| | | | | Before Test | After Test |
|---------------------------------|-------|------------------|----------|-------------|------------|
| Overburden Pressure, tsf: | | | | 23.47 | 21.68 |
| Preconsolidation Pressure, tsf: | | | | 98.859 | 107.12 |
| Compression Index: | | | | 89.87 | 102.06 |
| Diameter: 2.502 in | | Height: 0.994 in | | Void Ratio | 0.71 |
| LL: 0 | PL: 0 | PI: 0 | GS: 2.70 | | |

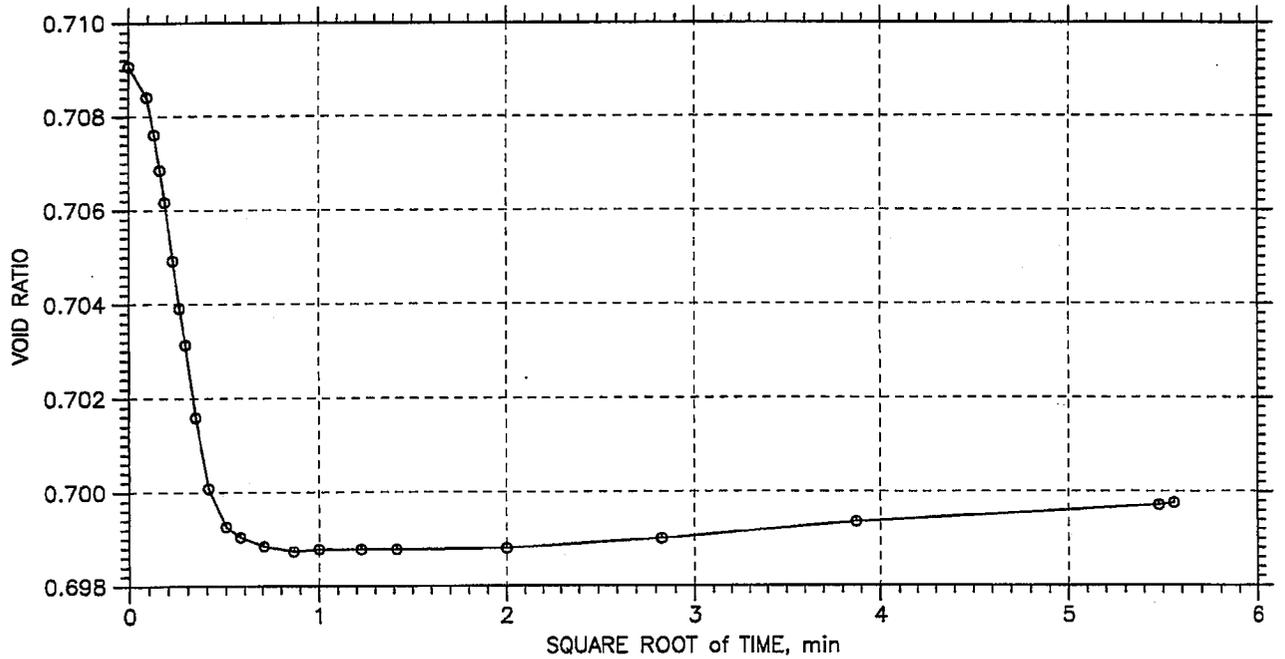
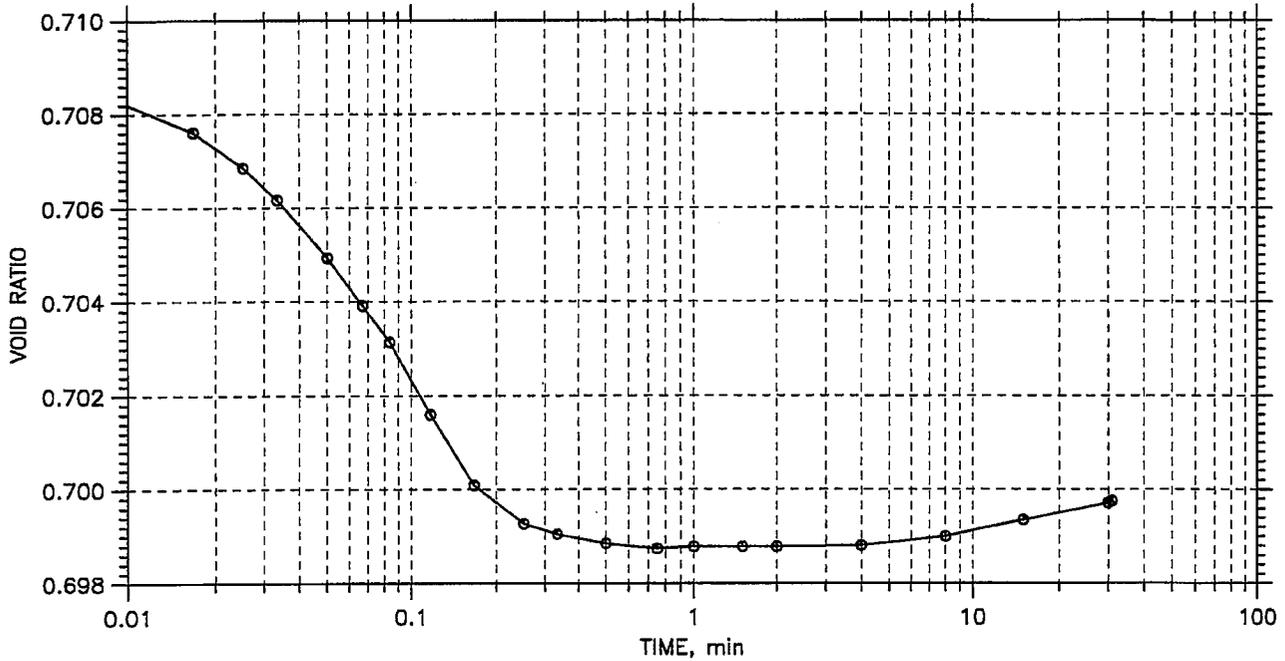
| | | | | | |
|---|--|------------------------------|--|------------------------|--|
| Project: Andrews Drive Extension | | Location: Rockford, Illinois | | Project No.: 04S2012 | |
| Boring No.: 7S | | Tested By: Rin | | Checked By: <i>RSC</i> | |
| Sample No.: 1-3 | | Test Date: 8/1/06 | | Depth: 2.0-2.5 | |
| Test No.: 1 | | Sample Type: Tube | | Elevation: N/A | |
| Description: Brn & gray vf. sandy silty clay / ox. spots. | | | | | |
| Remarks: | | | | | |
| | | | | | |

CONSOLIDATION TEST DATA

TIME CURVES

Step: 1 of 20

Stress: 0.25 tsf



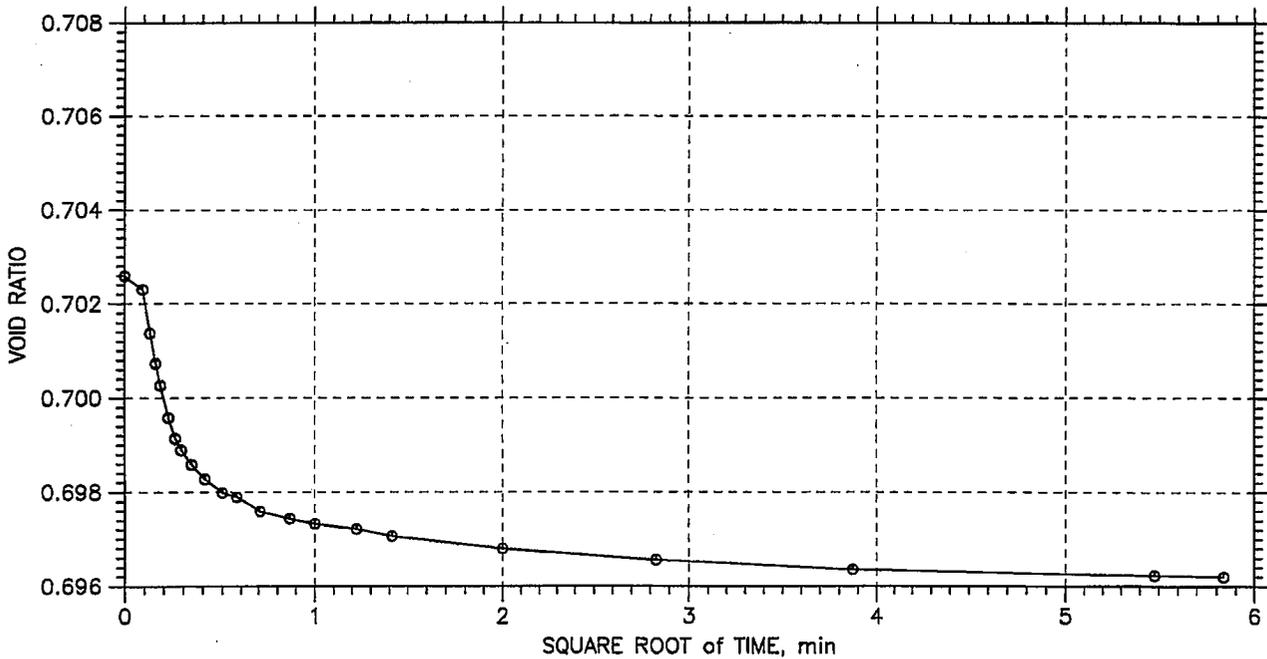
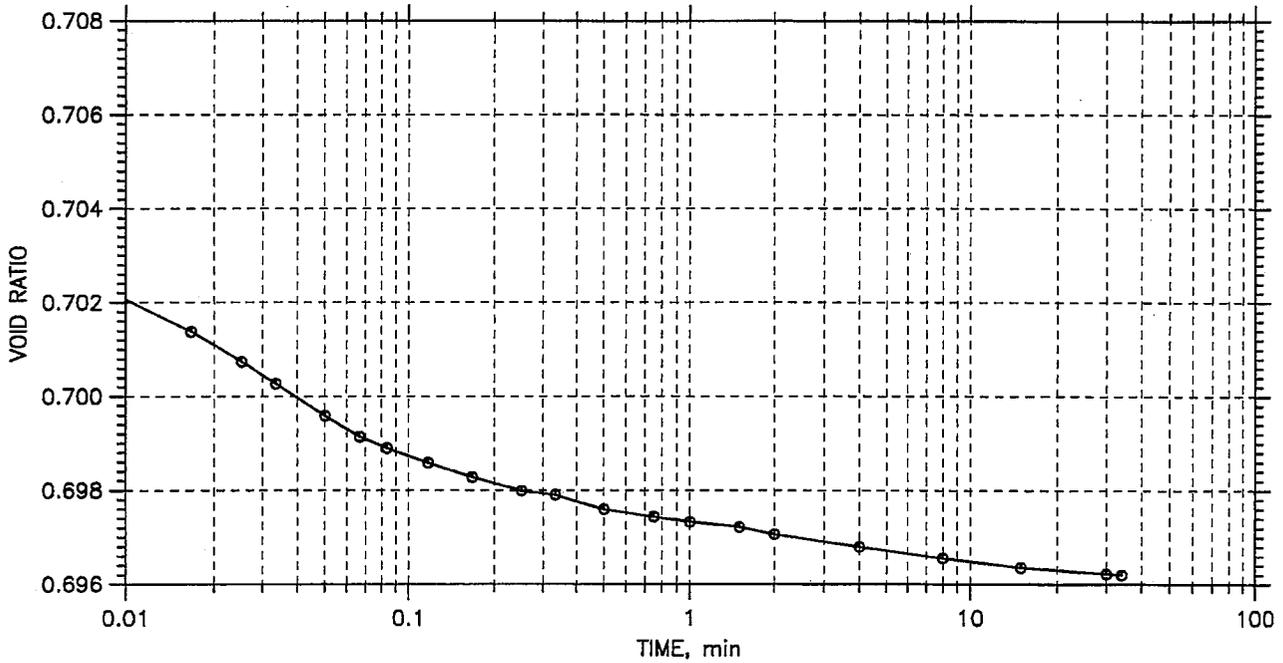
| | | |
|---|------------------------------|------------------------|
| Project: Andrews Drive Extension | Location: Rockford, Illinois | Project No.: 04S2012 |
| Boring No.: 7S | Tested By: Rin | Checked By: <i>RGC</i> |
| Sample No.: 1-3 | Test Date: 8/1/06 | Depth: 2.0-2.5 |
| Test No.: 1 | Sample Type: Tube | Elevation: N/A |
| Description: Brn & gray vf. sandy silty clay / ox. spots. | | |
| Remarks: | | |

CONSOLIDATION TEST DATA

TIME CURVES

Step: 2 of 20

Stress: 0.5 tsf



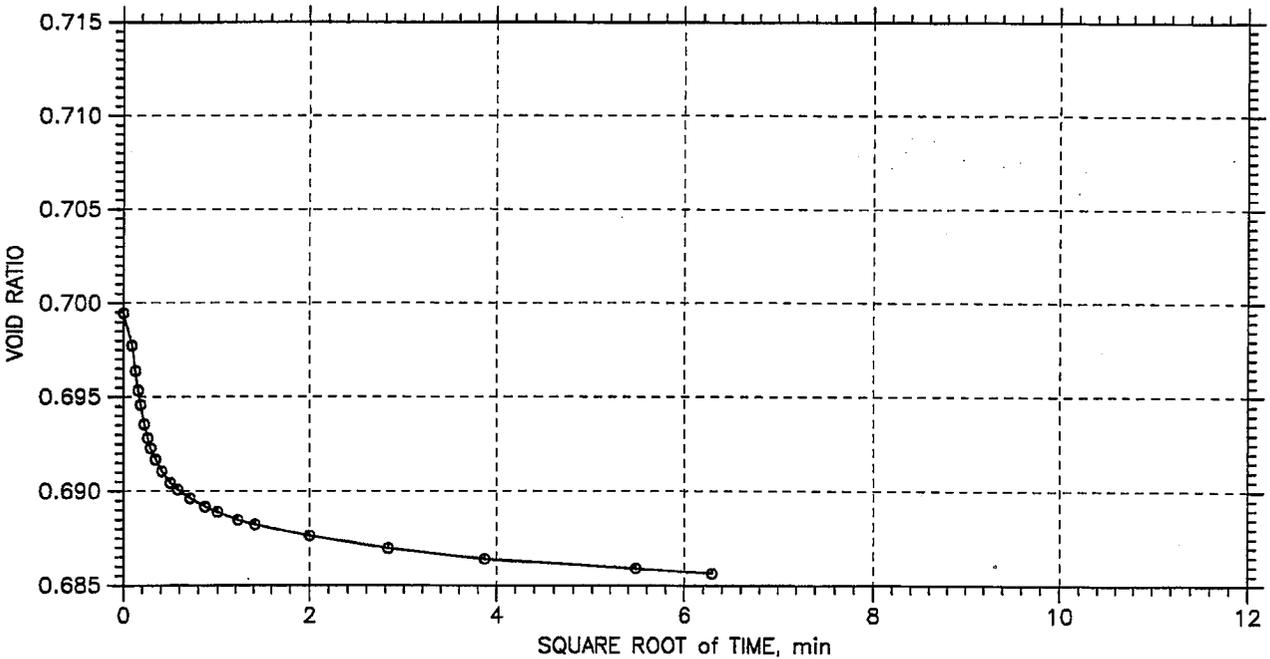
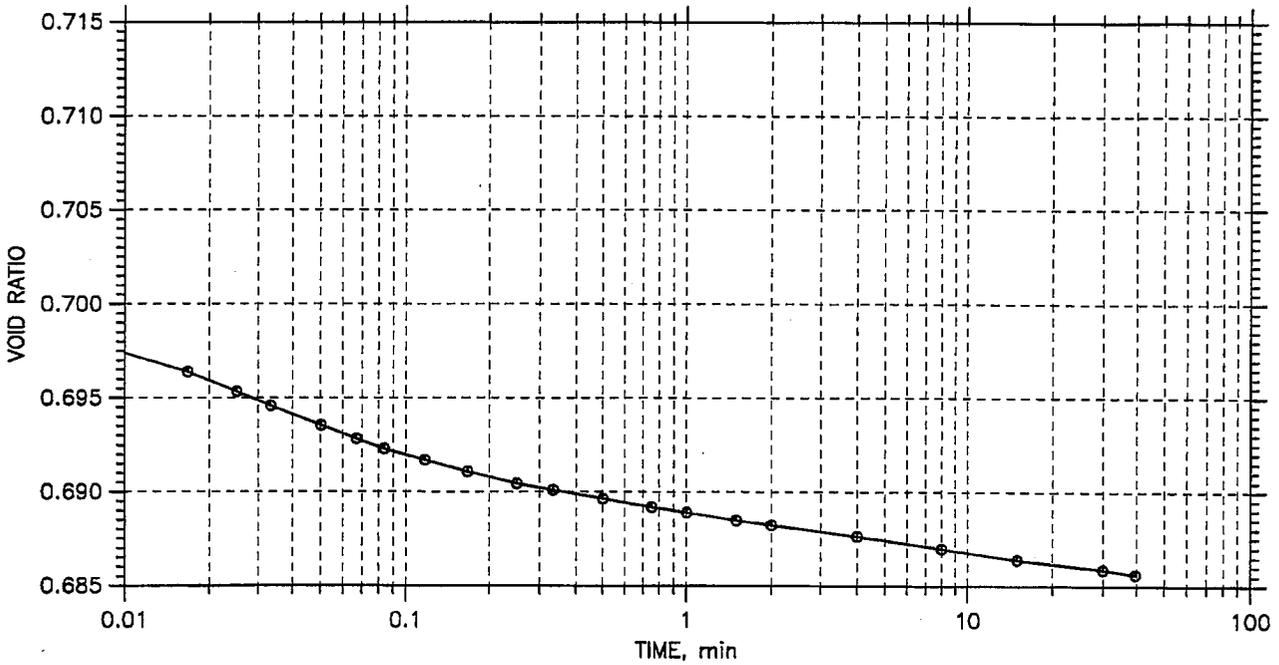
| | | |
|---|------------------------------|------------------------|
| Project: Andrews Drive Extension | Location: Rockford, Illinois | Project No.: 04S2012 |
| Boring No.: 7S | Tested By: Rin | Checked By: <i>RGC</i> |
| Sample No.: 1-3 | Test Date: 8/1/06 | Depth: 2.0-2.5 |
| Test No.: 1 | Sample Type: Tube | Elevation: N/A |
| Description: Brn & gray vf. sandy silty clay / ox. spots. | | |
| Remarks: | | |
| | | |

CONSOLIDATION TEST DATA

TIME CURVES

Step: 3 of 20

Stress: 1. tsf



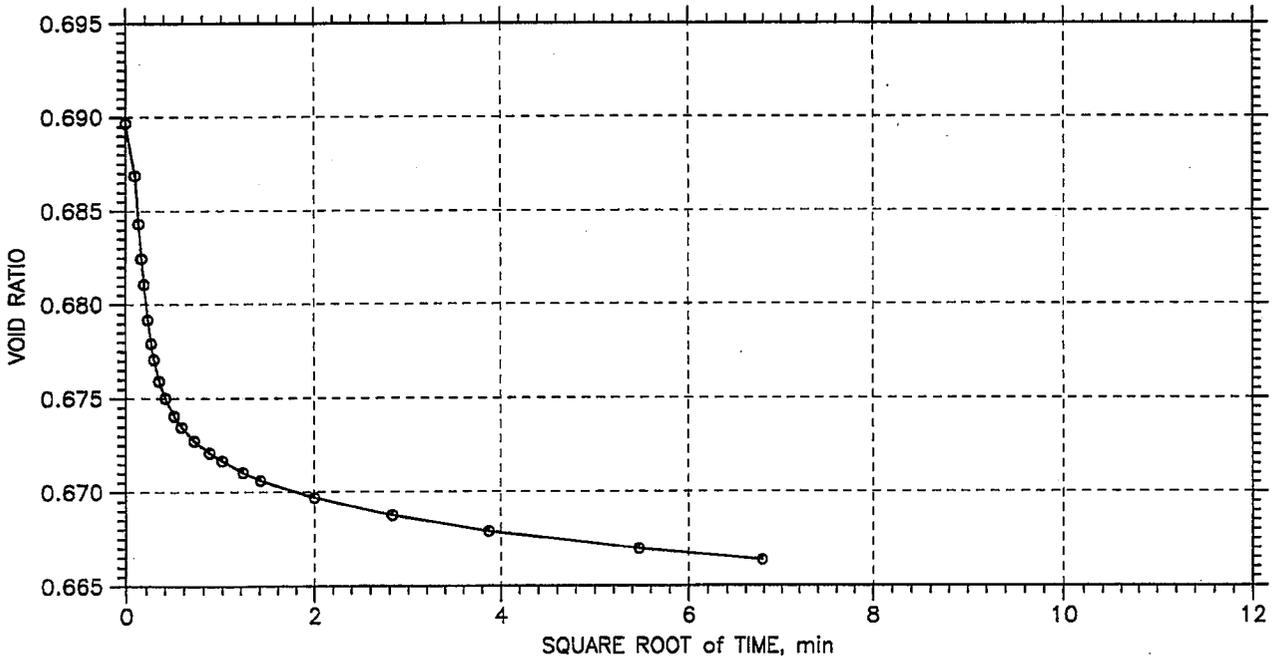
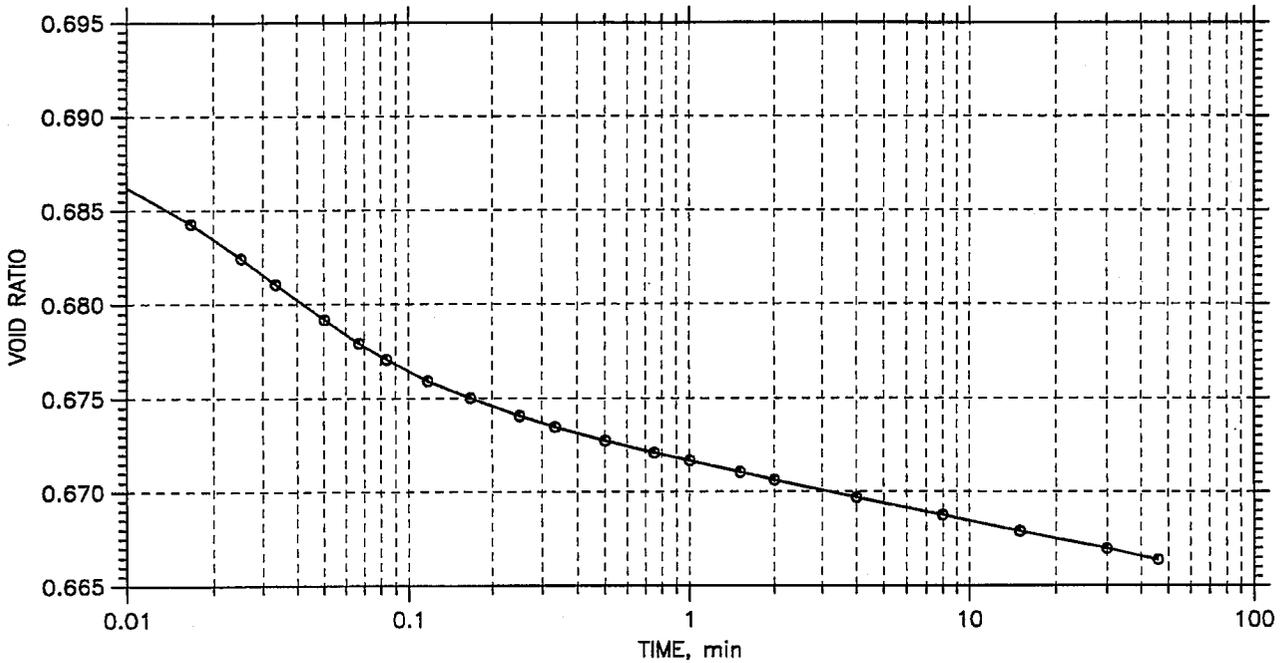
| | | |
|---|------------------------------|------------------------|
| Project: Andrews Drive Extension | Location: Rockford, Illinois | Project No.: 04S2012 |
| Boring No.: 7S | Tested By: Rin | Checked By: <i>Rbc</i> |
| Sample No.: 1-3 | Test Date: 8/1/06 | Depth: 2.0-2.5 |
| Test No.: 1 | Sample Type: Tube | Elevation: N/A |
| Description: Brn & gray vf. sandy silty clay / ox. spots. | | |
| Remarks: | | |
| | | |

CONSOLIDATION TEST DATA

TIME CURVES

Step: 4 of 20

Stress: 2. tsf



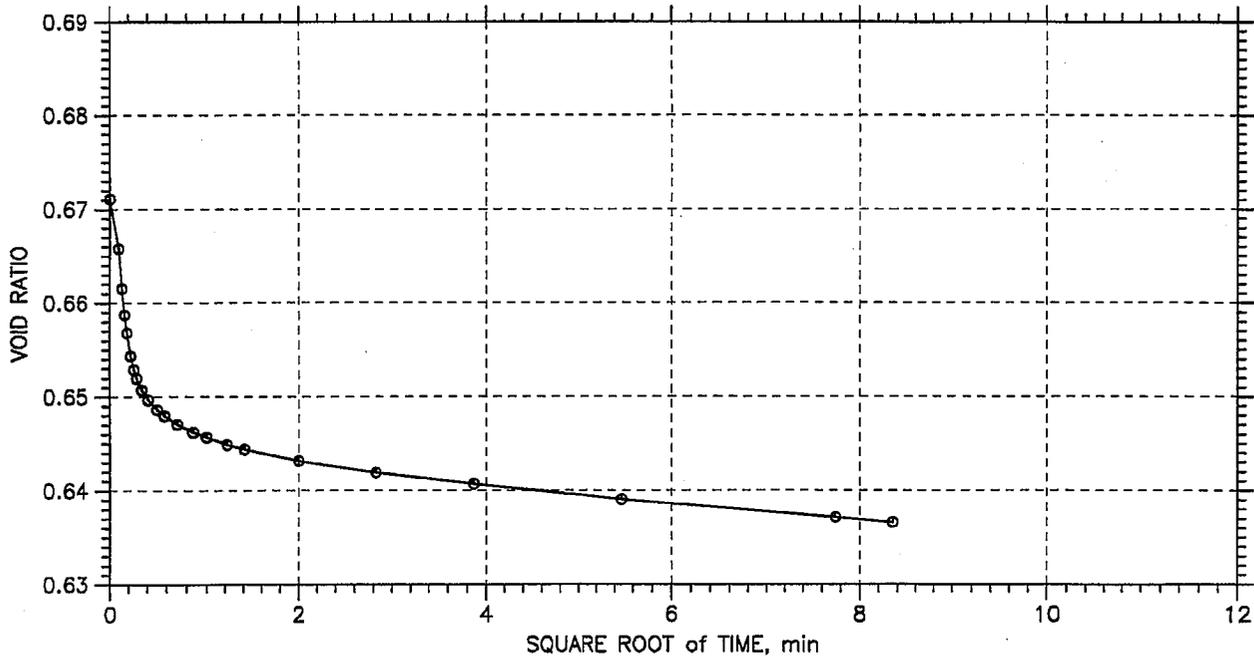
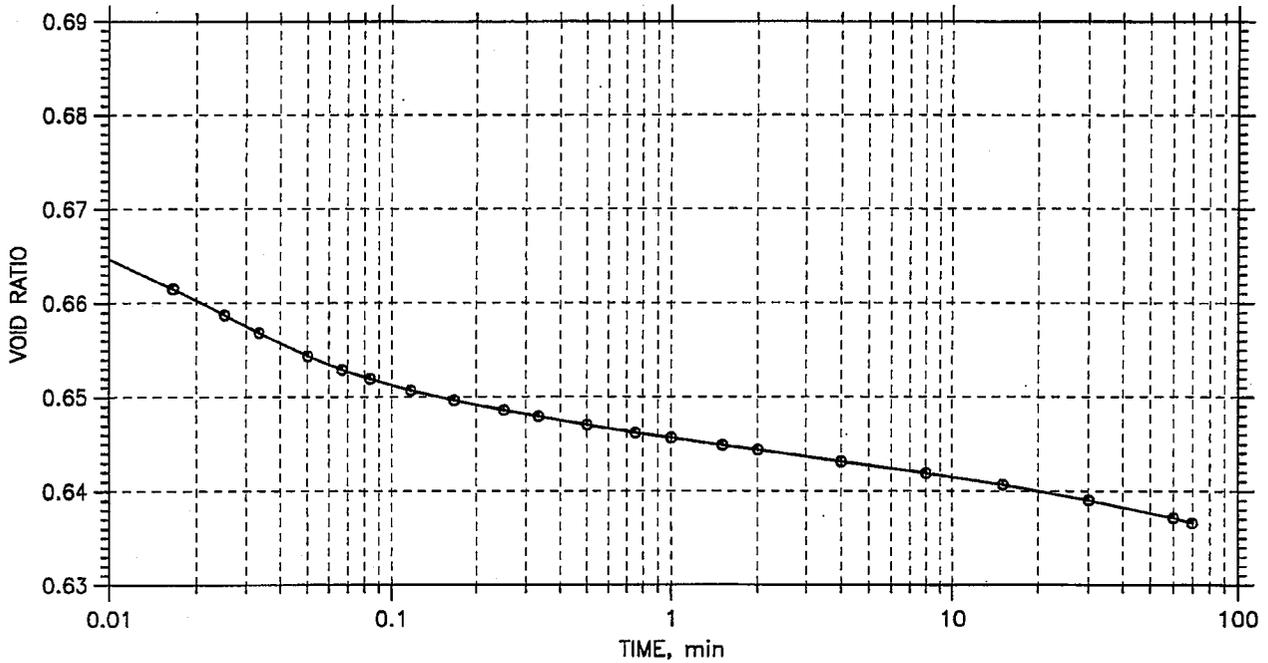
| | | |
|---|------------------------------|------------------------|
| Project: Andrews Drive Extension | Location: Rockford, Illinois | Project No.: 04S2012 |
| Boring No.: 7S | Tested By: Rin | Checked By: <i>RGE</i> |
| Sample No.: 1-3 | Test Date: 8/1/06 | Depth: 2.0-2.5 |
| Test No.: 1 | Sample Type: Tube | Elevation: N/A |
| Description: Brn & gray vf. sandy silty clay / ox. spots. | | |
| Remarks: | | |

CONSOLIDATION TEST DATA

TIME CURVES

Step: 5 of 20

Stress: 4. tsf



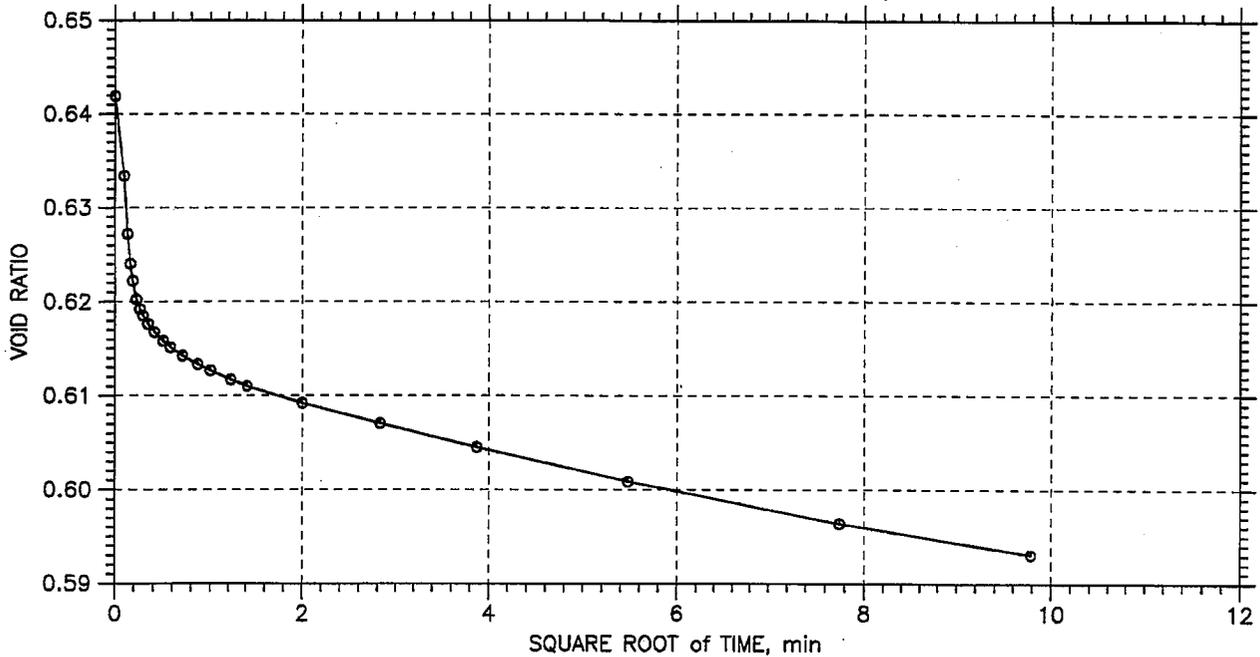
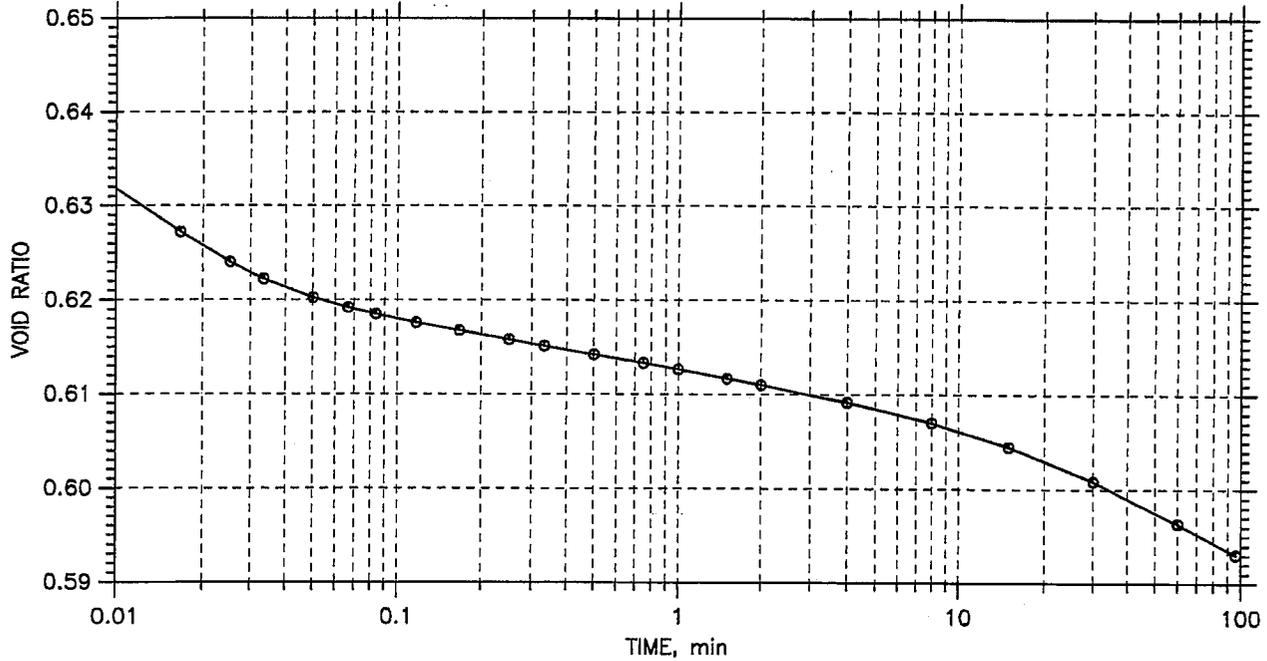
| | | |
|---|------------------------------|------------------------|
| Project: Andrews Drive Extension | Location: Rockford, Illinois | Project No.: 04S2012 |
| Boring No.: 7S | Tested By: Rin | Checked By: <i>Rin</i> |
| Sample No.: 1-3 | Test Date: 8/1/06 | Depth: 2.0-2.5 |
| Test No.: 1 | Sample Type: Tube | Elevation: N/A |
| Description: Brn & gray vf. sandy silty clay / ox. spots. | | |
| Remarks: | | |
| | | |

CONSOLIDATION TEST DATA

TIME CURVES

Step: 6 of 20

Stress: 8. tsf



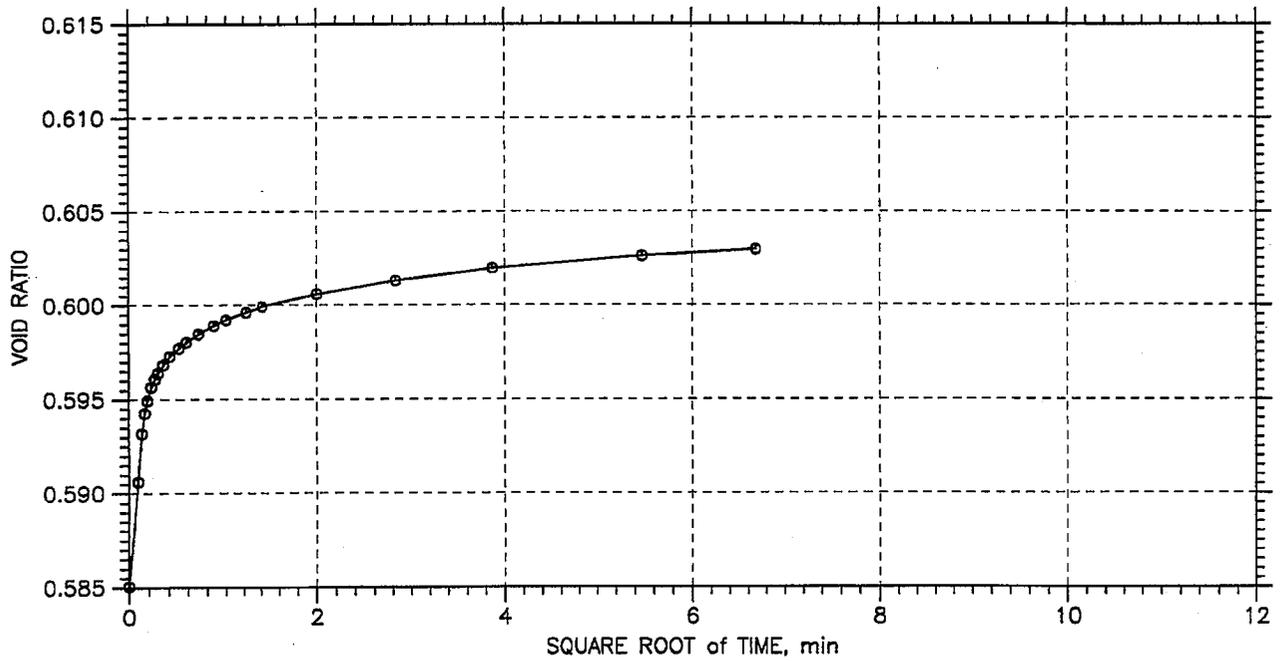
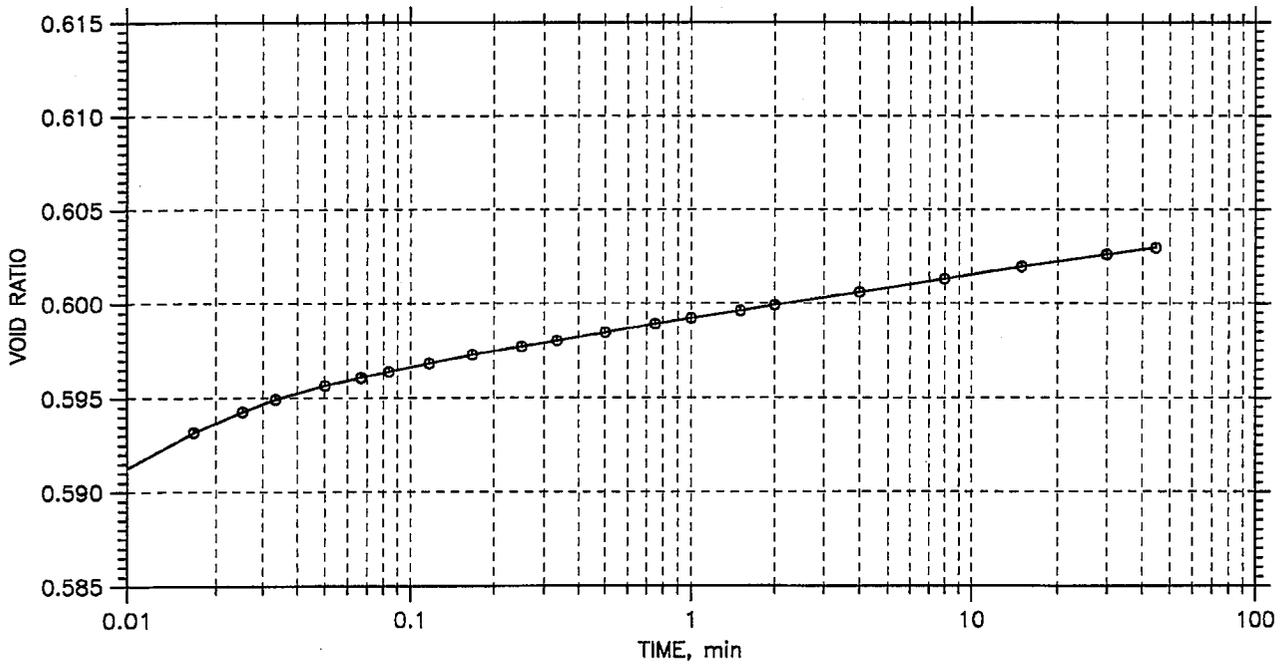
| | | |
|---|------------------------------|------------------------|
| Project: Andrews Drive Extension | Location: Rockford, Illinois | Project No.: 04S2012 |
| Boring No.: 7S | Tested By: Rin | Checked By: <i>for</i> |
| Sample No.: 1-3 | Test Date: 8/1/06 | Depth: 2.0-2.5 |
| Test No.: 1 | Sample Type: Tube | Elevation: N/A |
| Description: Brn & gray vf. sandy silty clay / ox. spots. | | |
| Remarks: | | |

CONSOLIDATION TEST DATA

TIME CURVES

Step: 7 of 20

Stress: 2. tsf



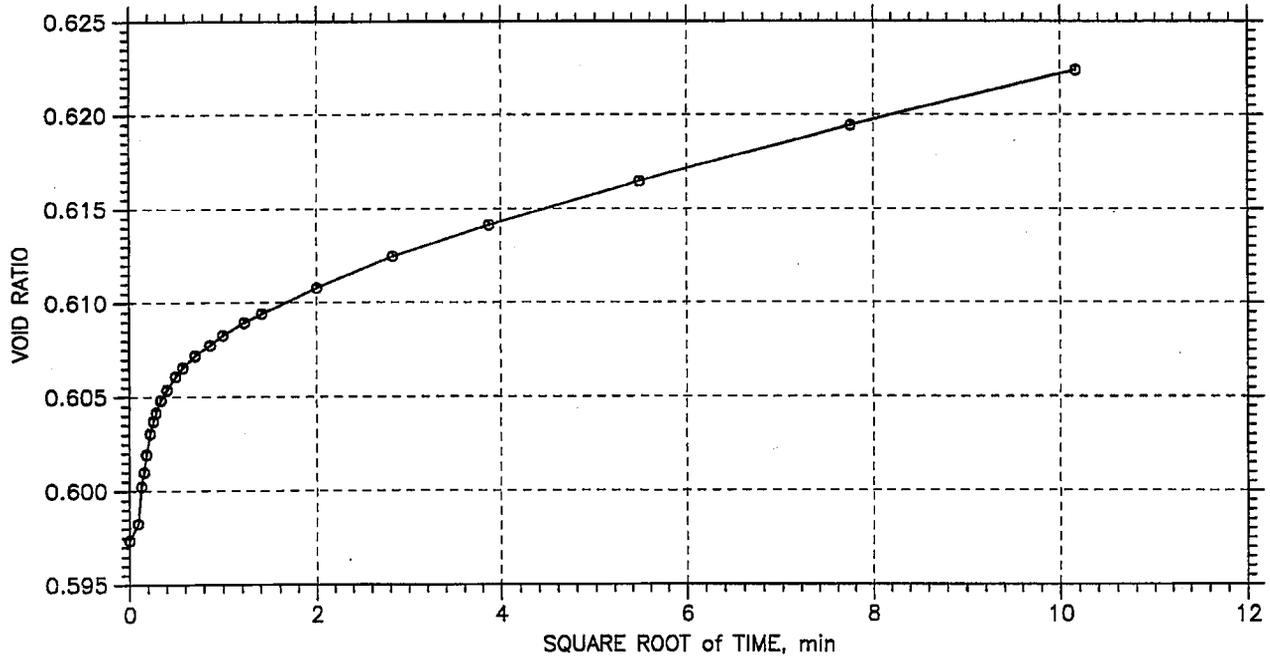
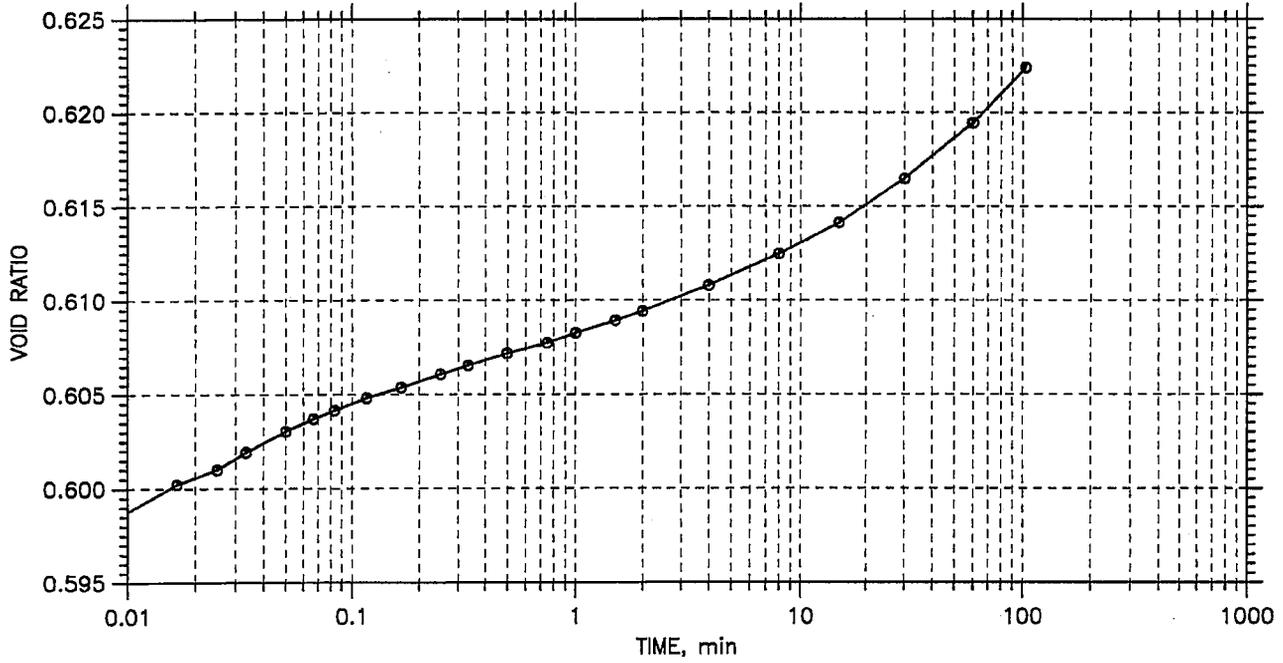
| | | |
|---|------------------------------|------------------------|
| Project: Andrews Drive Extension | Location: Rockford, Illinois | Project No.: 04S2012 |
| Boring No.: 7S | Tested By: Rin | Checked By: <i>Rin</i> |
| Sample No.: 1-3 | Test Date: 8/1/06 | Depth: 2.0-2.5 |
| Test No.: 1 | Sample Type: Tube | Elevation: N/A |
| Description: Brn & gray vf. sandy silty clay / ox. spots. | | |
| Remarks: | | |
| | | |

CONSOLIDATION TEST DATA

TIME CURVES

Step: 8 of 20

Stress: 0.5 tsf



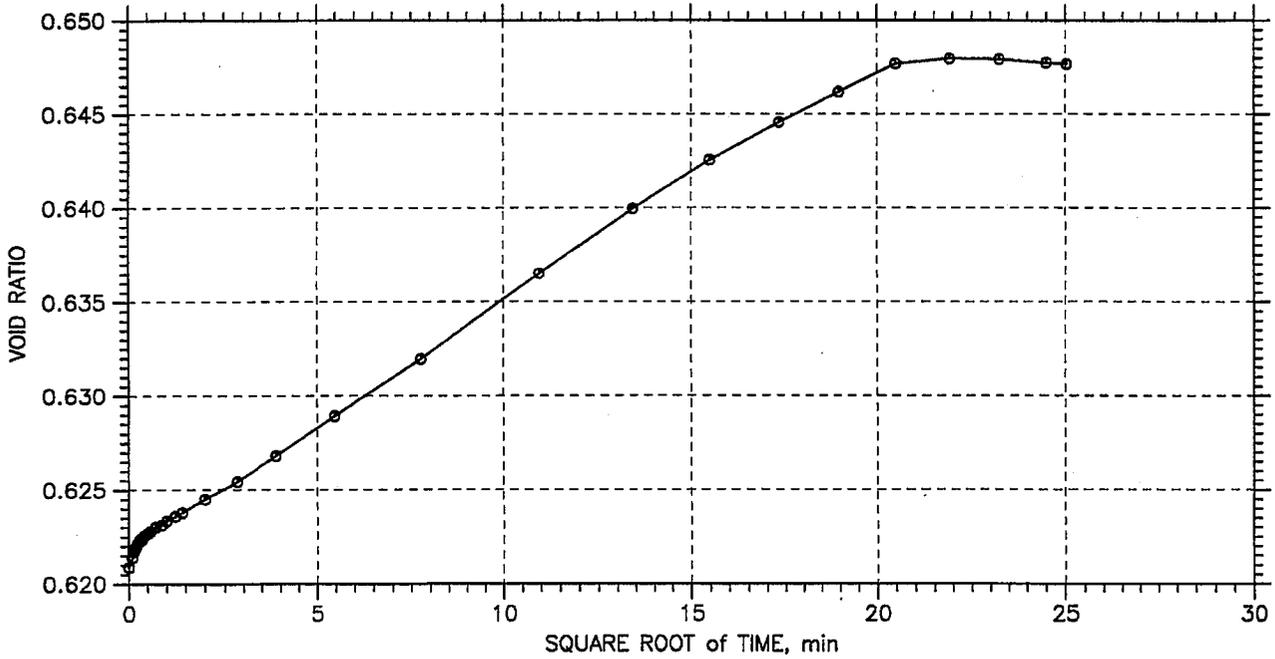
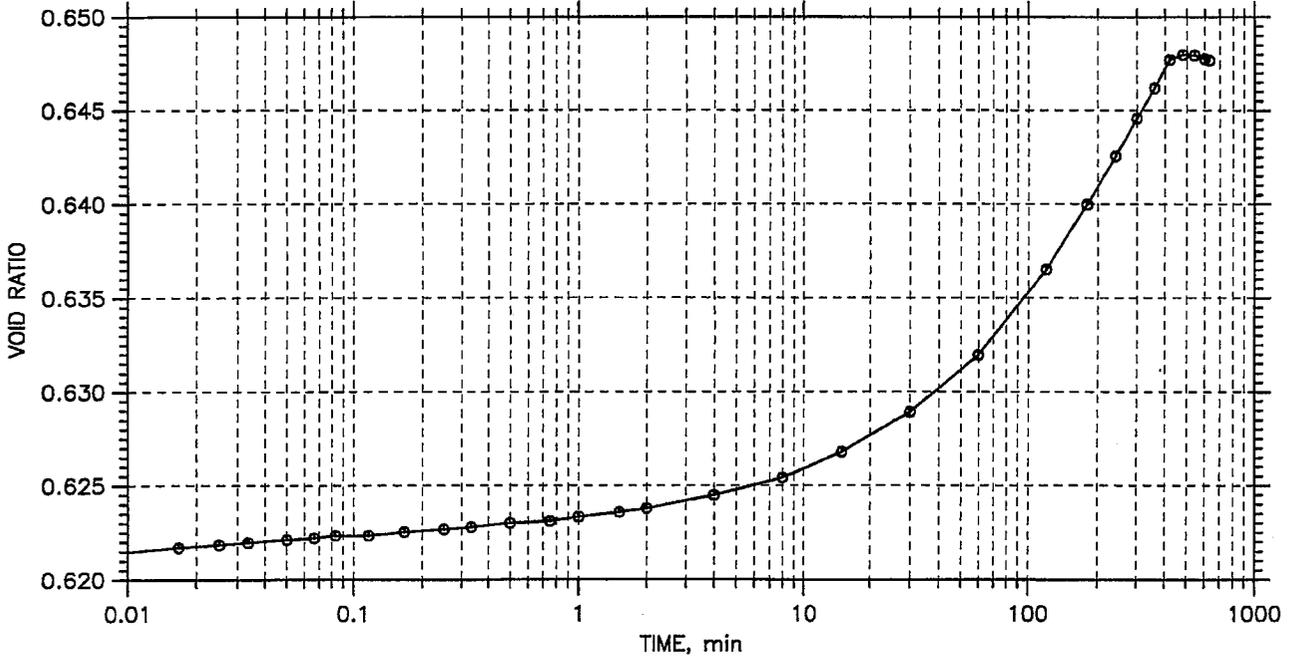
| | | |
|---|------------------------------|------------------------|
| Project: Andrews Drive Extension | Location: Rockford, Illinois | Project No.: 04S2012 |
| Boring No.: 7S | Tested By: Rin | Checked By: <i>R6c</i> |
| Sample No.: 1-3 | Test Date: 8/1/06 | Depth: 2.0-2.5 |
| Test No.: 1 | Sample Type: Tube | Elevation: N/A |
| Description: Brn & gray vf. sandy silty clay / ox. spots. | | |
| Remarks: | | |
| | | |

CONSOLIDATION TEST DATA

TIME CURVES

Step: 9 of 20

Stress: 0.25 tsf



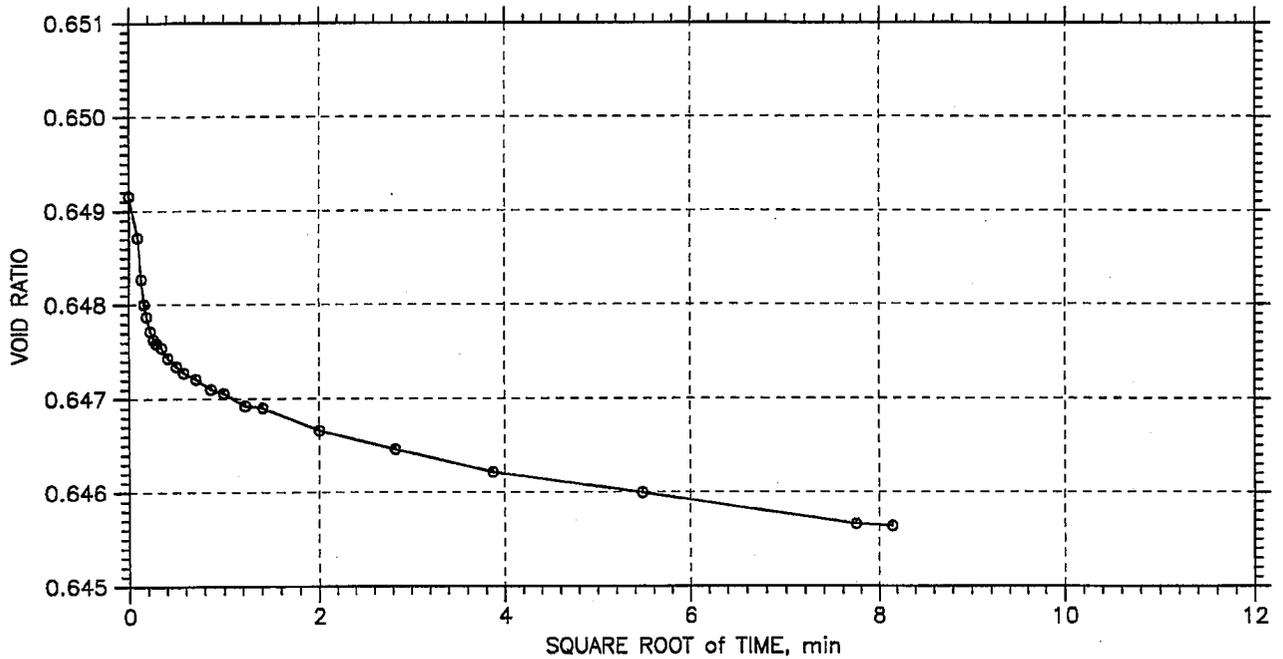
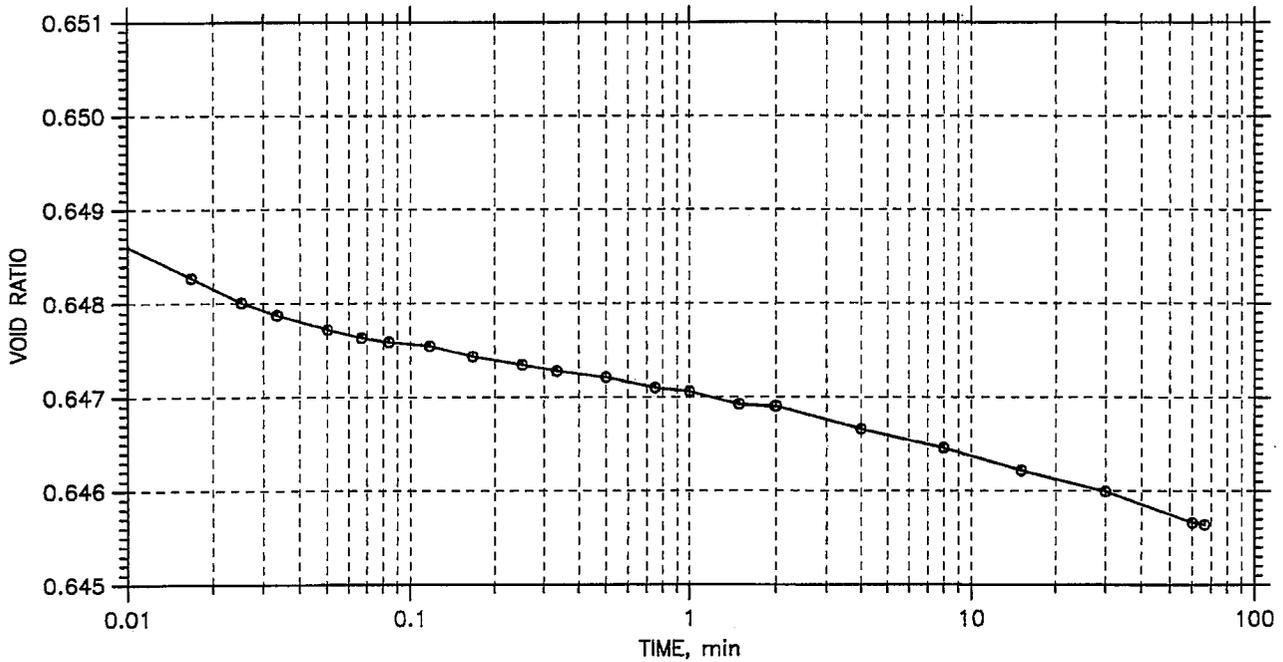
| | | |
|---|------------------------------|------------------------|
| Project: Andrews Drive Extension | Location: Rockford, Illinois | Project No.: 04S2012 |
| Boring No.: 7S | Tested By: Rin | Checked By: <i>Rgc</i> |
| Sample No.: 1-3 | Test Date: 8/1/06 | Depth: 2.0-2.5 |
| Test No.: 1 | Sample Type: Tube | Elevation: N/A |
| Description: Brn & gray vf. sandy silty clay / ox. spots. | | |
| Remarks: | | |
| | | |

CONSOLIDATION TEST DATA

TIME CURVES

Step: 10 of 20

Stress: 0.5 tsf



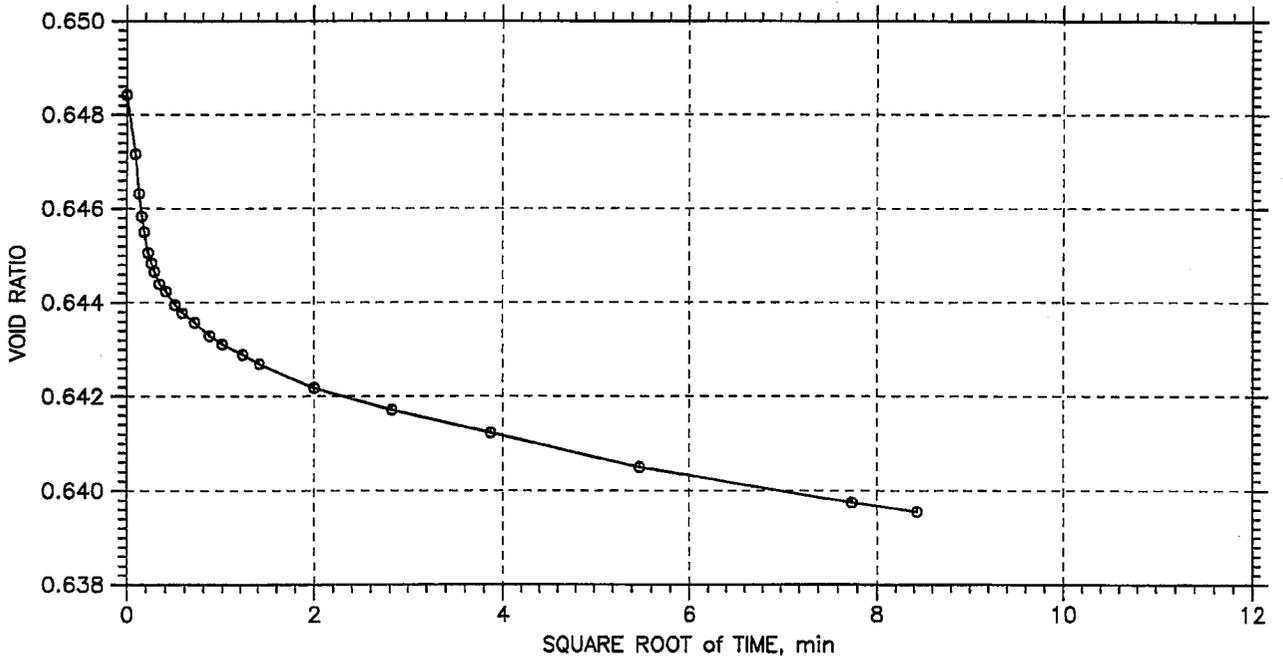
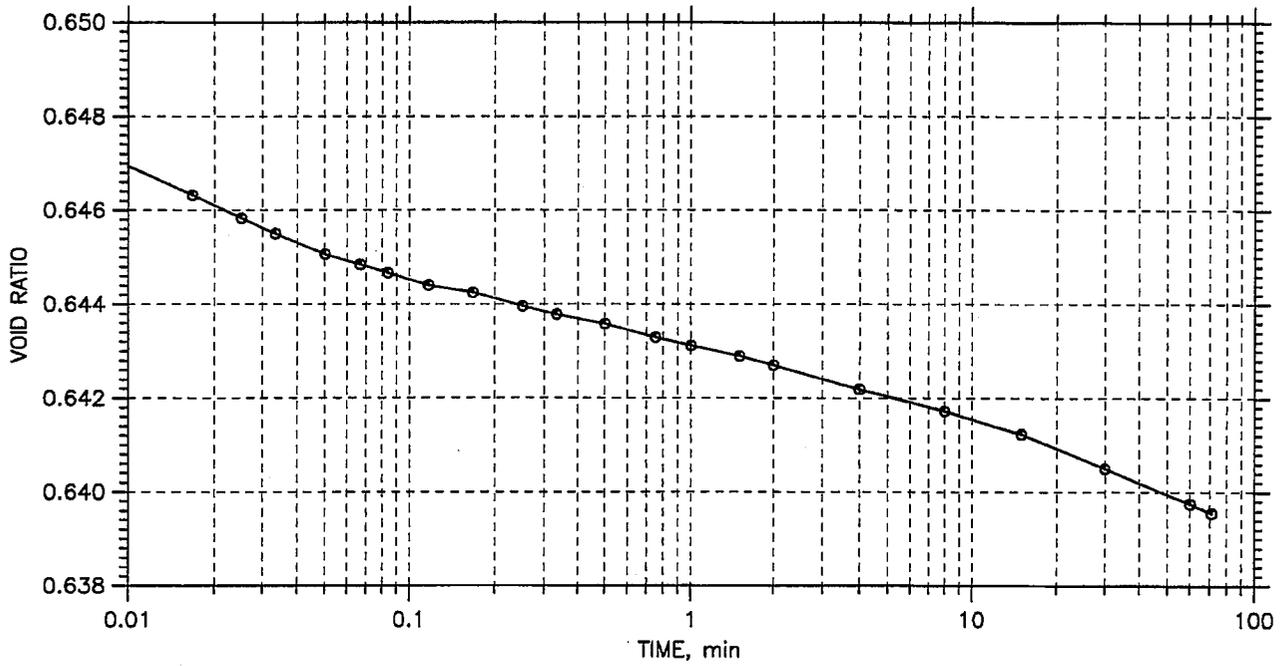
| | | |
|---|------------------------------|------------------------|
| Project: Andrews Drive Extension | Location: Rockford, Illinois | Project No.: 04S2012 |
| Boring No.: 7S | Tested By: Rin | Checked By: <i>RSC</i> |
| Sample No.: 1-3 | Test Date: 8/1/06 | Depth: 2.0-2.5 |
| Test No.: 1 | Sample Type: Tube | Elevation: N/A |
| Description: Brn & gray vf. sandy silty clay / ox. spots. | | |
| Remarks: | | |
| | | |

CONSOLIDATION TEST DATA

TIME CURVES

Step: 11 of 20

Stress: 1. tsf



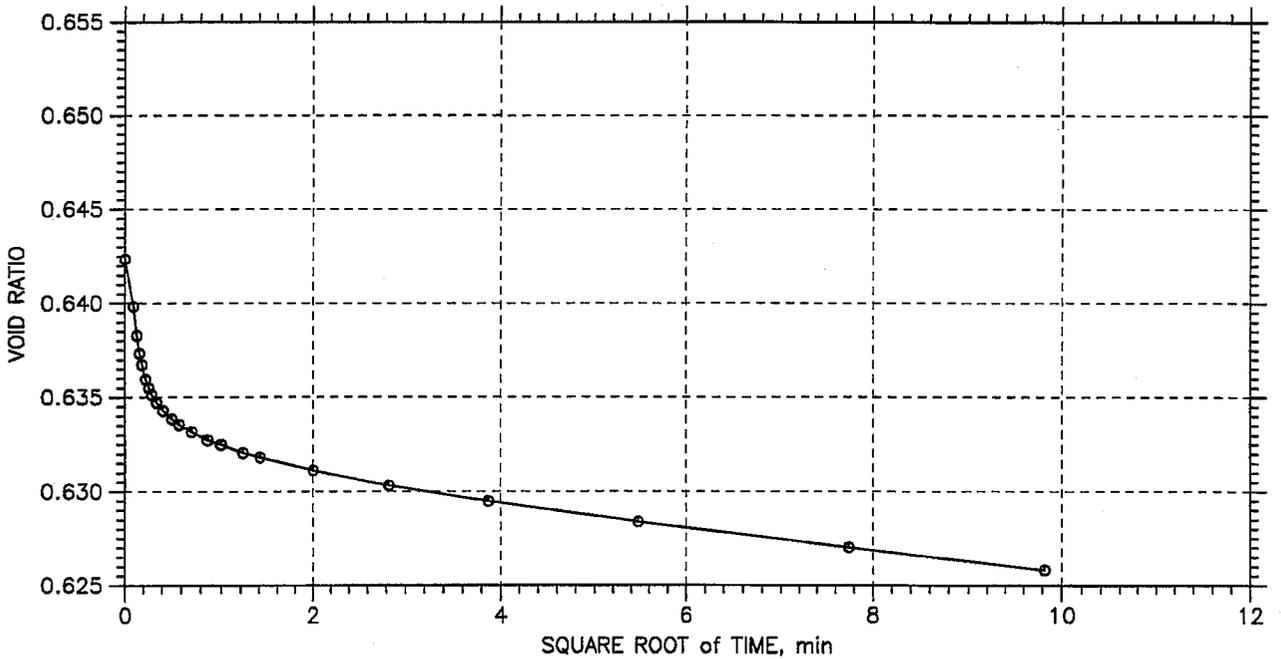
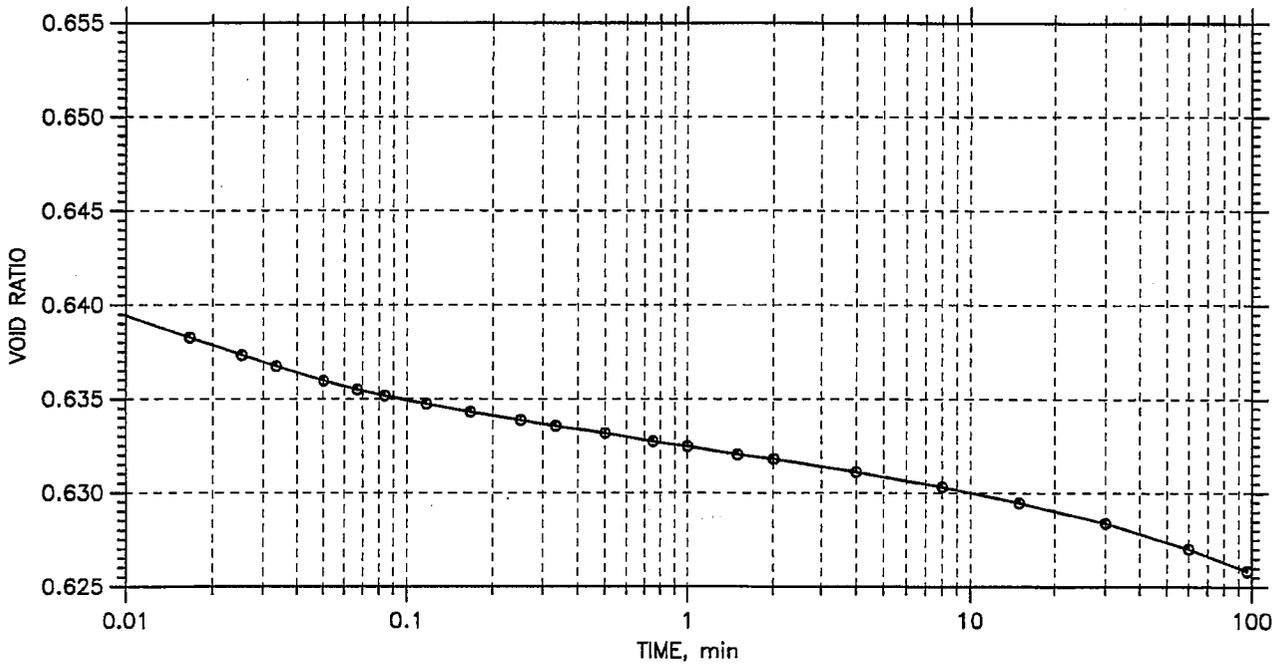
| | | |
|---|------------------------------|-----------------------|
| Project: Andrews Drive Extension | Location: Rockford, Illinois | Project No.: 04S2012 |
| Boring No.: 7S | Tested By: Rin | Checked By: <i>RK</i> |
| Sample No.: 1-3 | Test Date: 8/1/06 | Depth: 2.0-2.5 |
| Test No.: 1 | Sample Type: Tube | Elevation: N/A |
| Description: Brn & gray vf. sandy silty clay / ox. spots. | | |
| Remarks: | | |
| | | |

CONSOLIDATION TEST DATA

TIME CURVES

Step: 12 of 20

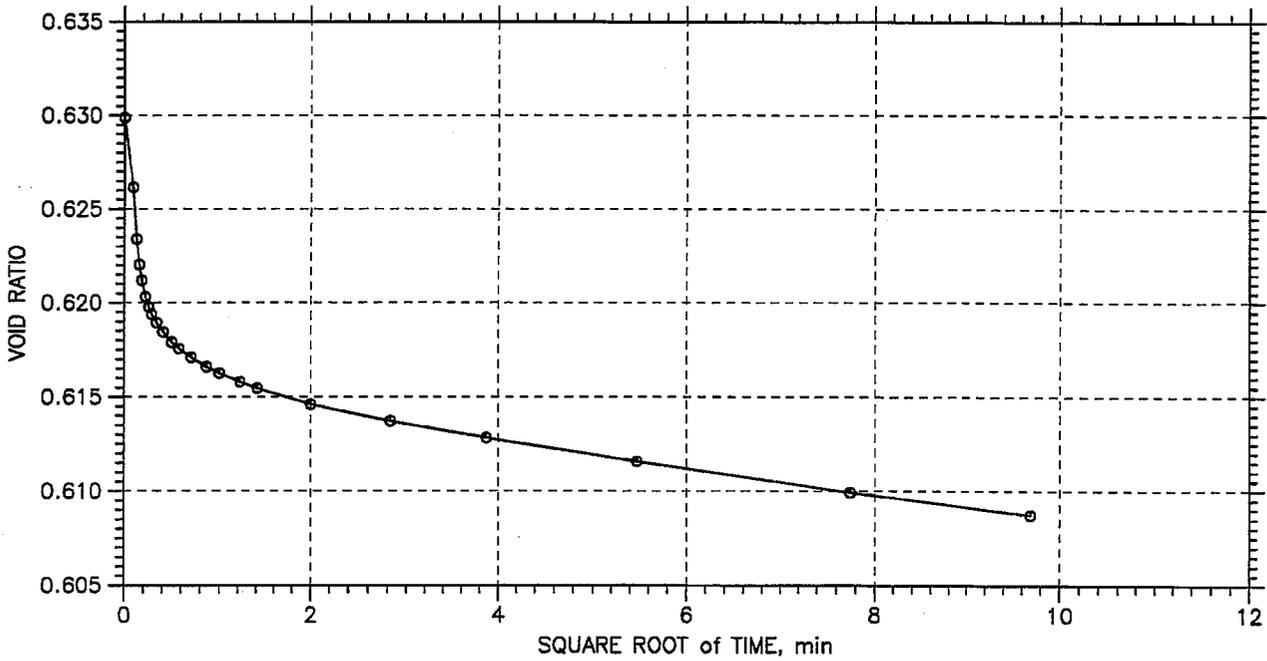
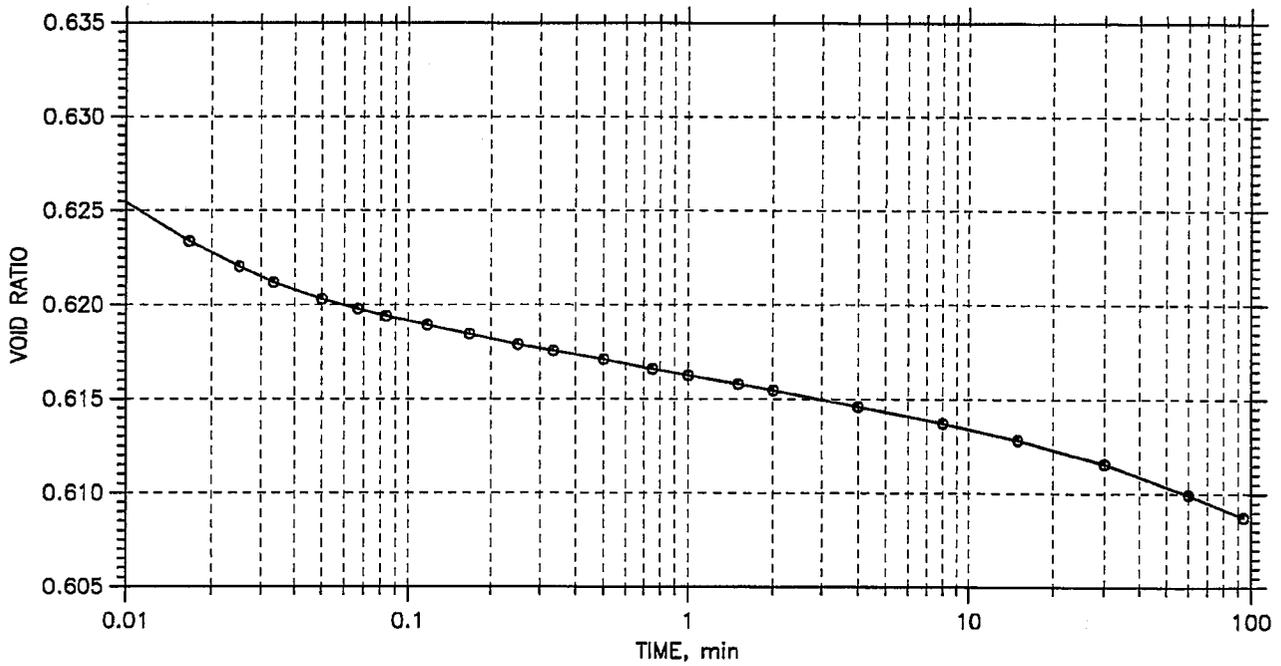
Stress: 2. tsf



| | | |
|---|------------------------------|------------------------|
| Project: Andrews Drive Extension | Location: Rockford, Illinois | Project No.: 04S2012 |
| Boring No.: 7S | Tested By: Rin | Checked By: <i>RBC</i> |
| Sample No.: 1-3 | Test Date: 8/1/06 | Depth: 2.0-2.5 |
| Test No.: 1 | Sample Type: Tube | Elevation: N/A |
| Description: Brn & gray vf. sandy silty clay / ox. spots. | | |
| Remarks: | | |
| | | |

CONSOLIDATION TEST DATA

TIME CURVES
Step: 13 of 20
Stress: 4. tsf



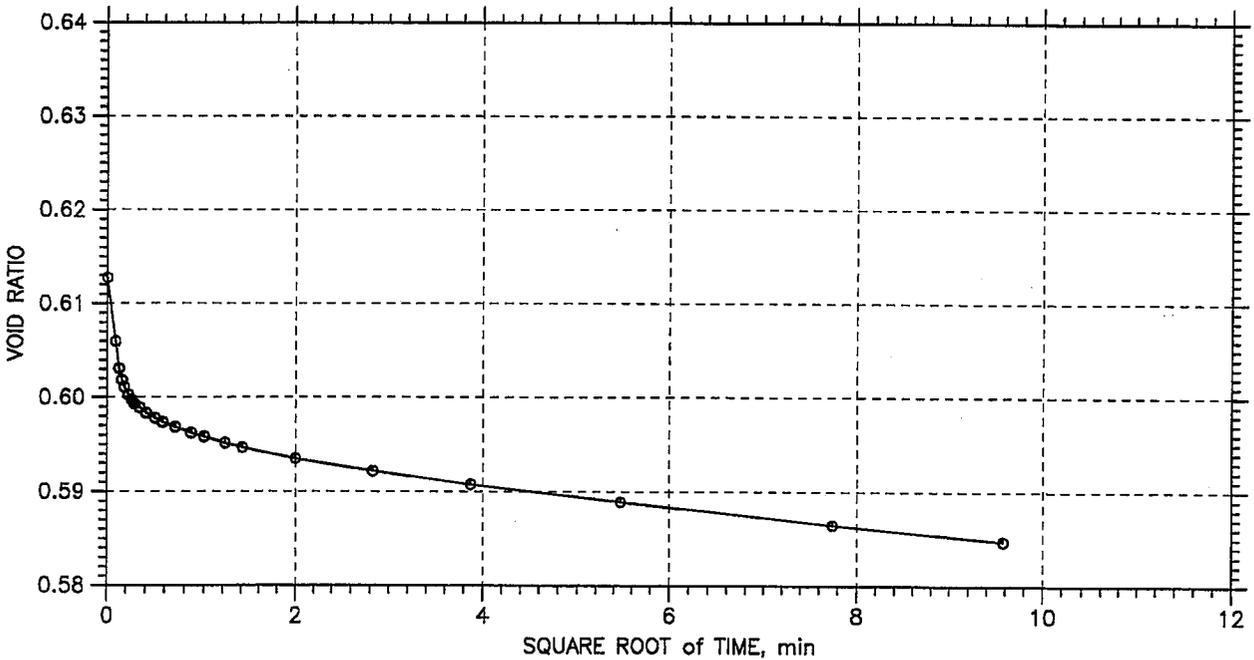
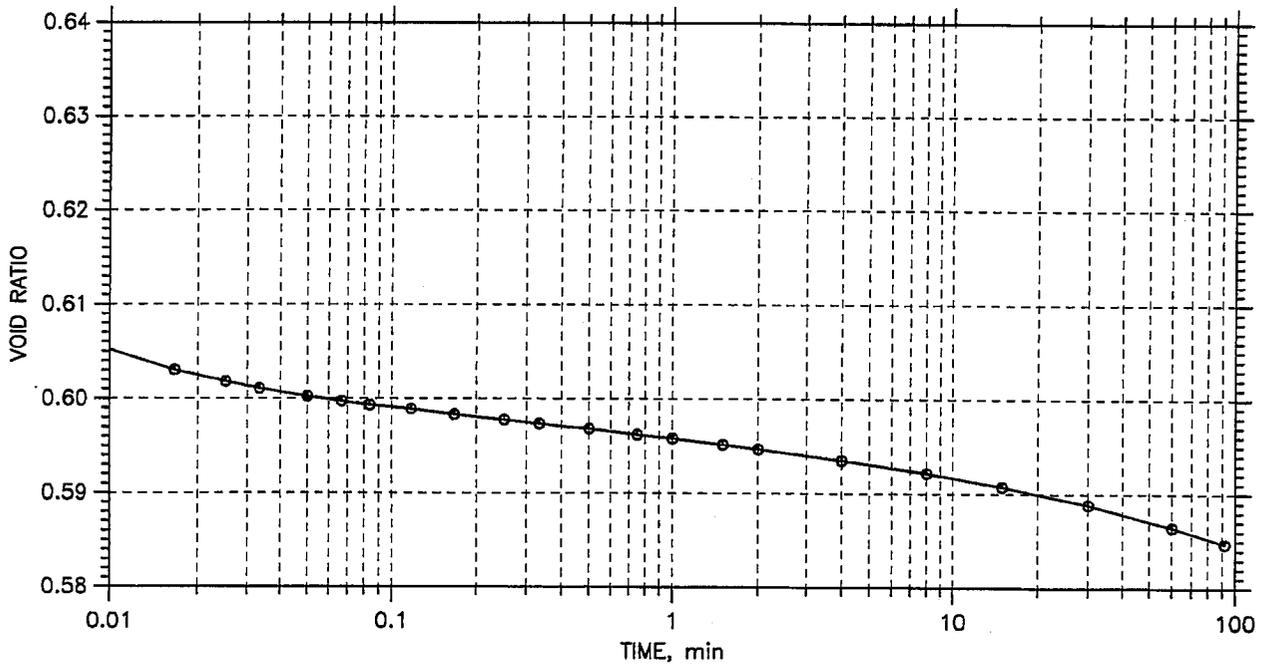
| | | |
|---|------------------------------|------------------------|
| Project: Andrews Drive Extension | Location: Rockford, Illinois | Project No.: 04S2012 |
| Boring No.: 7S | Tested By: Rin | Checked By: <i>RGC</i> |
| Sample No.: 1-3 | Test Date: 8/1/06 | Depth: 2.0-2.5 |
| Test No.: 1 | Sample Type: Tube | Elevation: N/A |
| Description: Brn & gray vf. sandy silty clay / ox. spots. | | |
| Remarks: | | |
| | | |

CONSOLIDATION TEST DATA

TIME CURVES

Step: 14 of 20

Stress: 8. tsf



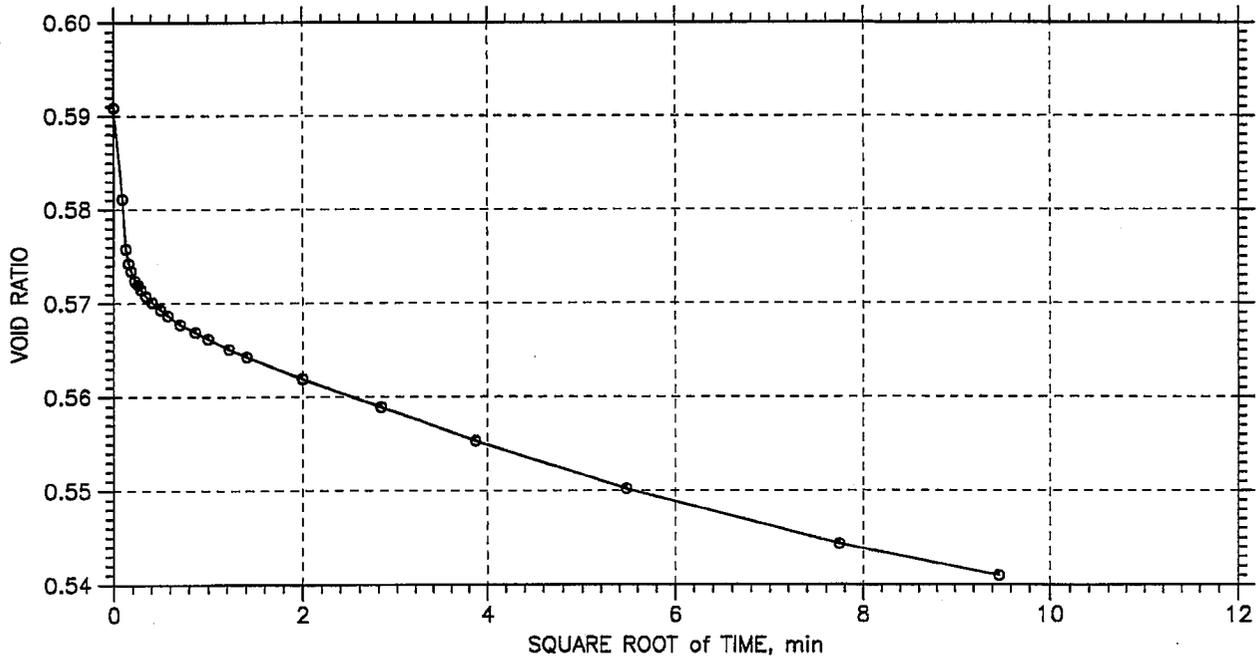
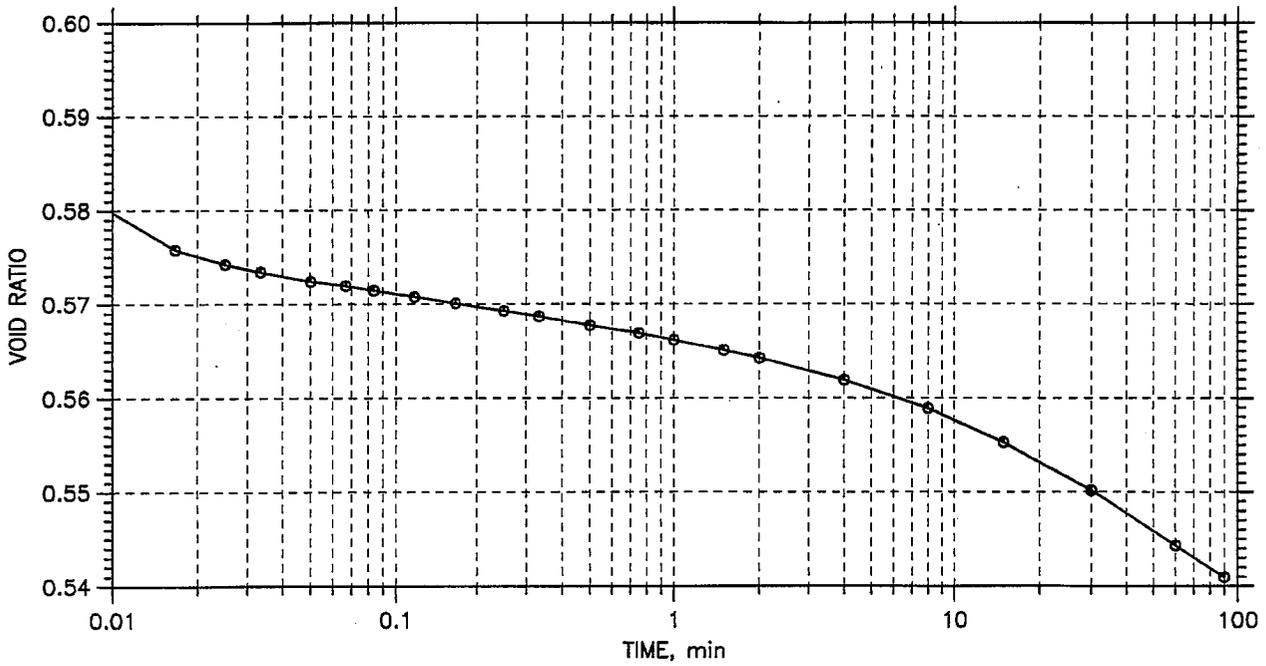
| | | |
|---|------------------------------|------------------------|
| Project: Andrews Drive Extension | Location: Rockford, Illinois | Project No.: 04S2012 |
| Boring No.: 7S | Tested By: Rin | Checked By: <i>R6C</i> |
| Sample No.: 1-3 | Test Date: 8/1/06 | Depth: 2.0-2.5 |
| Test No.: 1 | Sample Type: Tube | Elevation: N/A |
| Description: Brn & gray vf. sandy silty clay / ox. spots. | | |
| Remarks: | | |
| | | |

CONSOLIDATION TEST DATA

TIME CURVES

Step: 15 of 20

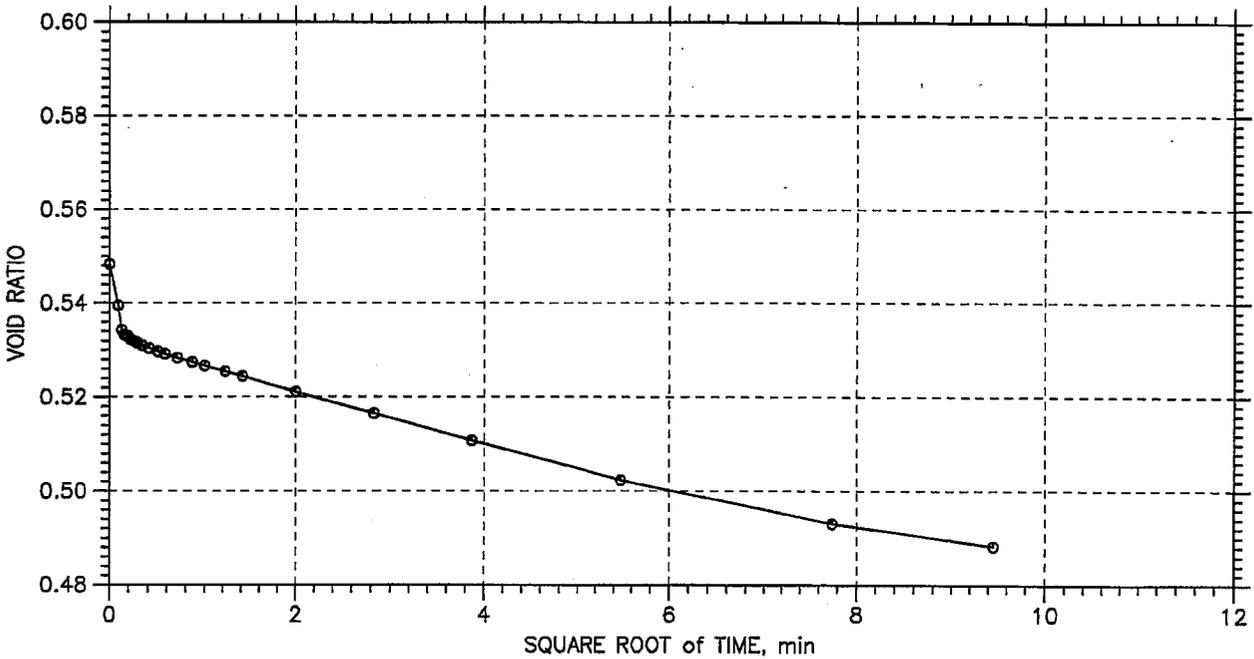
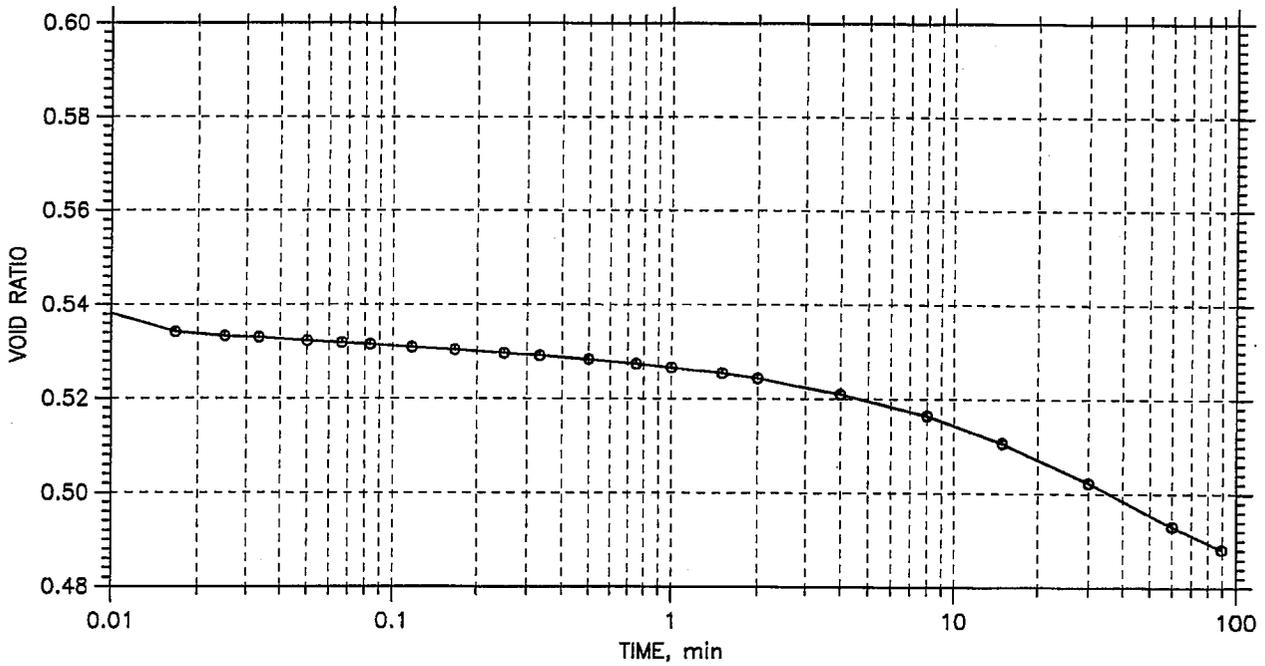
Stress: 16. tsf



| | | |
|---|------------------------------|------------------------|
| Project: Andrews Drive Extension | Location: Rockford, Illinois | Project No.: 04S2012 |
| Boring No.: 7S | Tested By: Rin | Checked By: <i>RGL</i> |
| Sample No.: 1-3 | Test Date: 8/1/06 | Depth: 2.0-2.5 |
| Test No.: 1 | Sample Type: Tube | Elevation: N/A |
| Description: Brn & gray vf. sandy silty clay / ox. spots. | | |
| Remarks: | | |

CONSOLIDATION TEST DATA

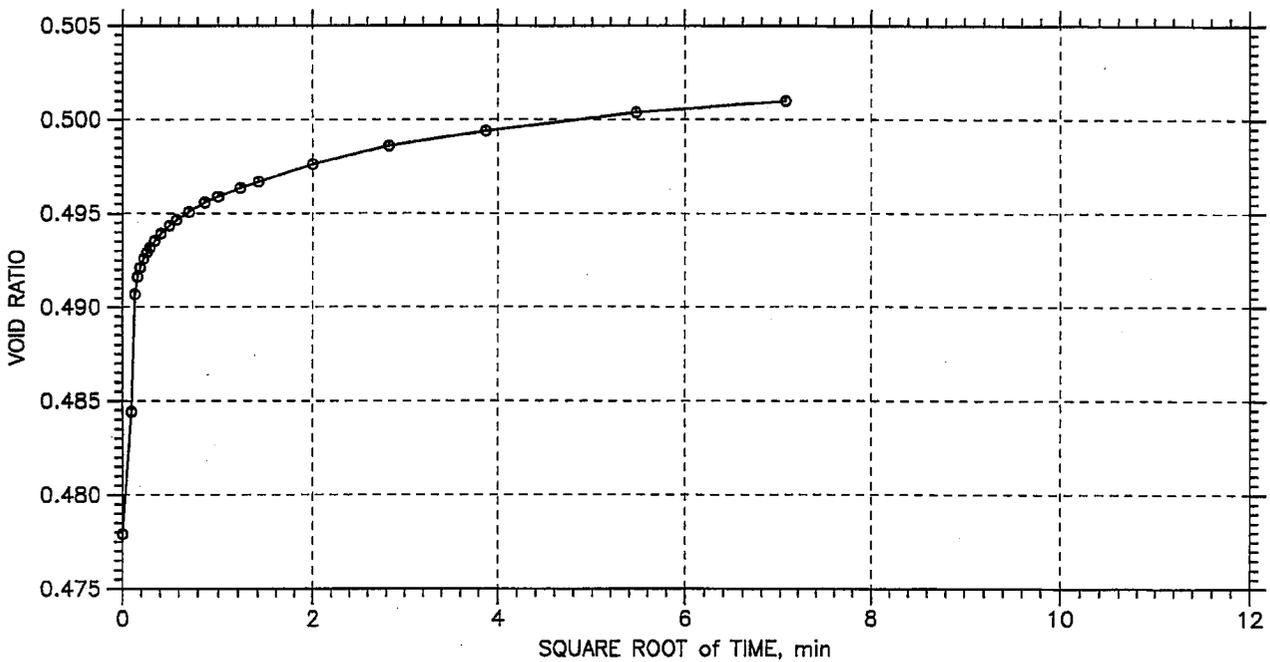
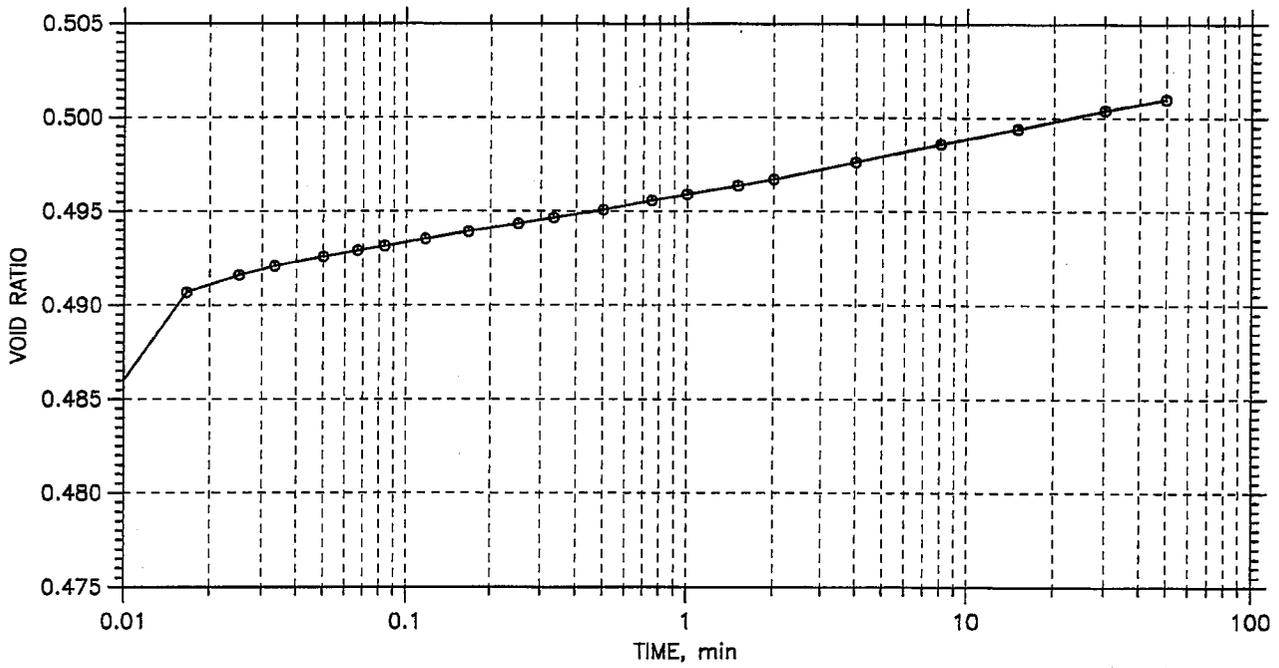
TIME CURVES
Step: 16 of 20
Stress: 32. tsf



| | | |
|---|------------------------------|----------------------|
| Project: Andrews Drive Extension | Location: Rockford, Illinois | Project No.: 04S2012 |
| Boring No.: 7S | Tested By: Rin | Checked By: Rfc |
| Sample No.: 1-3 | Test Date: 8/1/06 | Depth: 2.0-2.5 |
| Test No.: 1 | Sample Type: Tube | Elevation: N/A |
| Description: Brn & gray vf. sandy silty clay / ox. spots. | | |
| Remarks: | | |
| | | |

CONSOLIDATION TEST DATA

TIME CURVES
Step: 17 of 20
Stress: 8. tsf



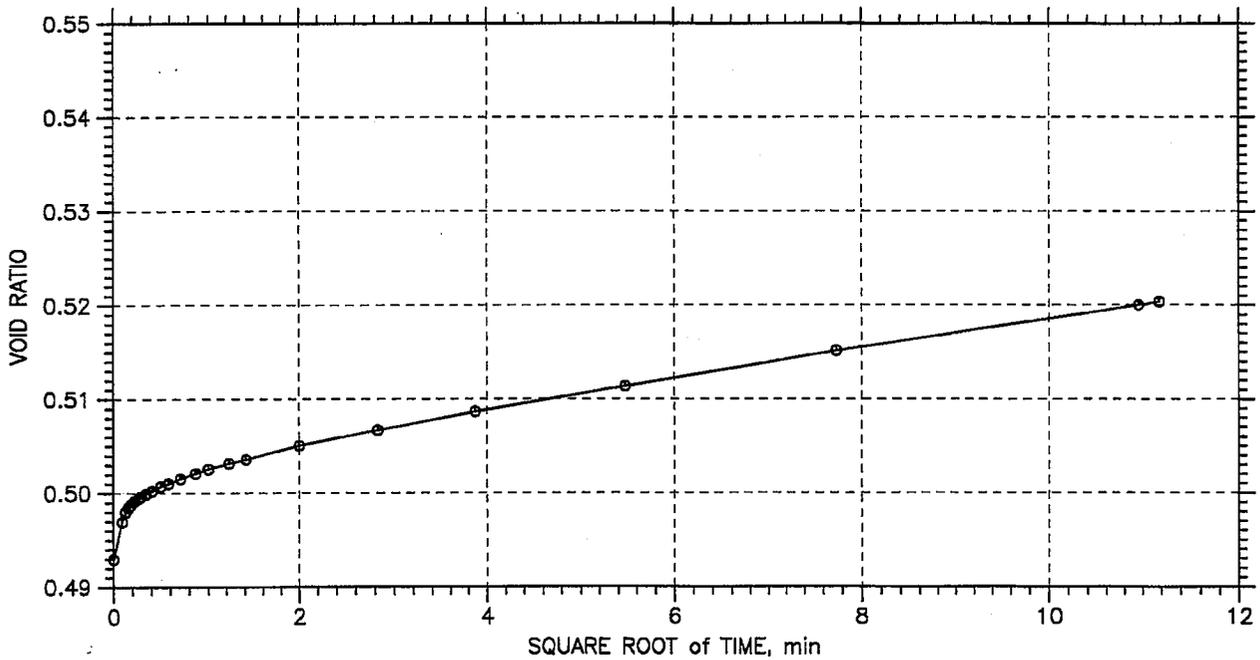
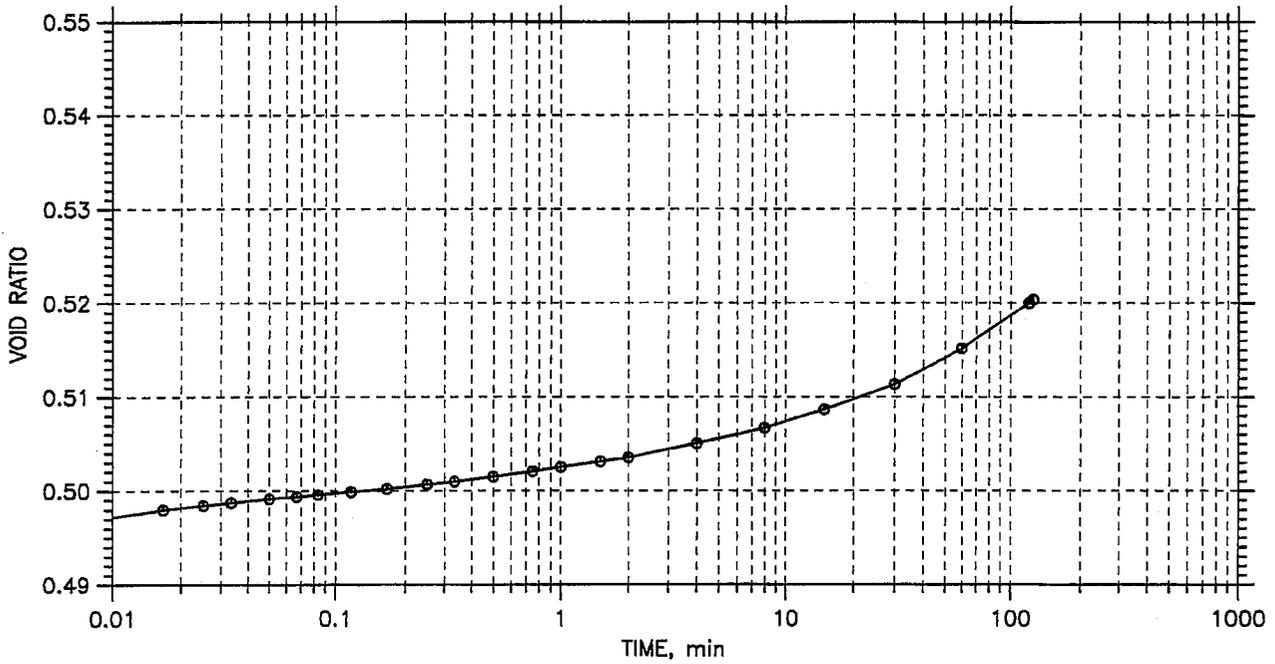
| | | |
|---|------------------------------|------------------------|
| Project: Andrews Drive Extension | Location: Rockford, Illinois | Project No.: 04S2012 |
| Boring No.: 7S | Tested By: Rin | Checked By: <i>RGe</i> |
| Sample No.: 1-3 | Test Date: 8/1/06 | Depth: 2.0-2.5 |
| Test No.: 1 | Sample Type: Tube | Elevation: N/A |
| Description: Brn & gray vf. sandy silty clay / ox. spots. | | |
| Remarks: | | |
| | | |

CONSOLIDATION TEST DATA

TIME CURVES

Step: 18 of 20

Stress: 2. tsf



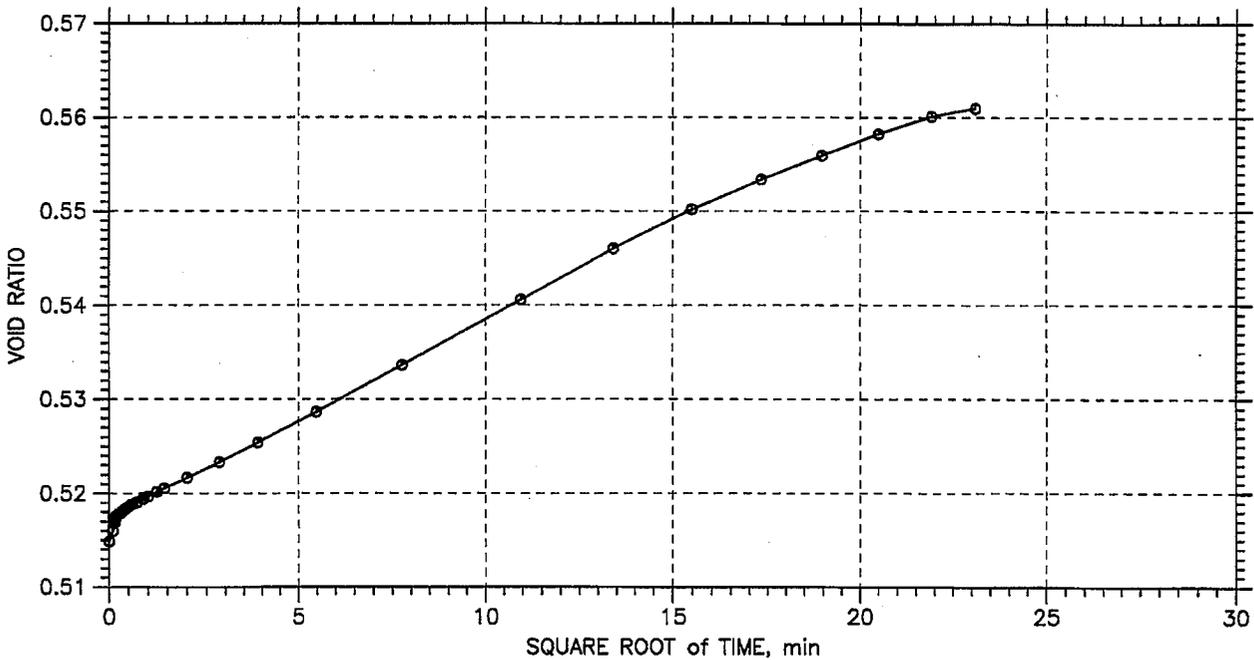
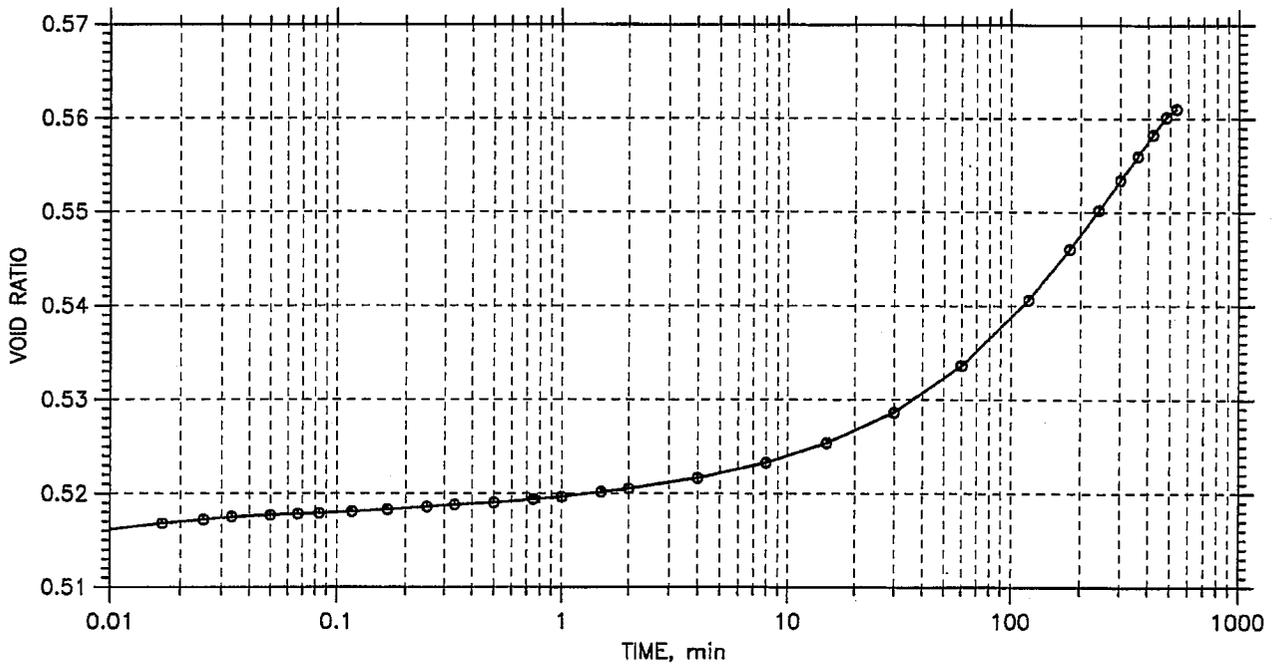
| | | |
|---|------------------------------|------------------------|
| Project: Andrews Drive Extension | Location: Rockford, Illinois | Project No.: 04S2012 |
| Boring No.: 7S | Tested By: Rin | Checked By: <i>RGC</i> |
| Sample No.: 1-3 | Test Date: 8/1/06 | Depth: 2.0-2.5 |
| Test No.: 1 | Sample Type: Tube | Elevation: N/A |
| Description: Brn & gray vf. sandy silty clay / ox. spots. | | |
| Remarks: | | |
| | | |

CONSOLIDATION TEST DATA

TIME CURVES

Step: 19 of 20

Stress: 0.5 tsf



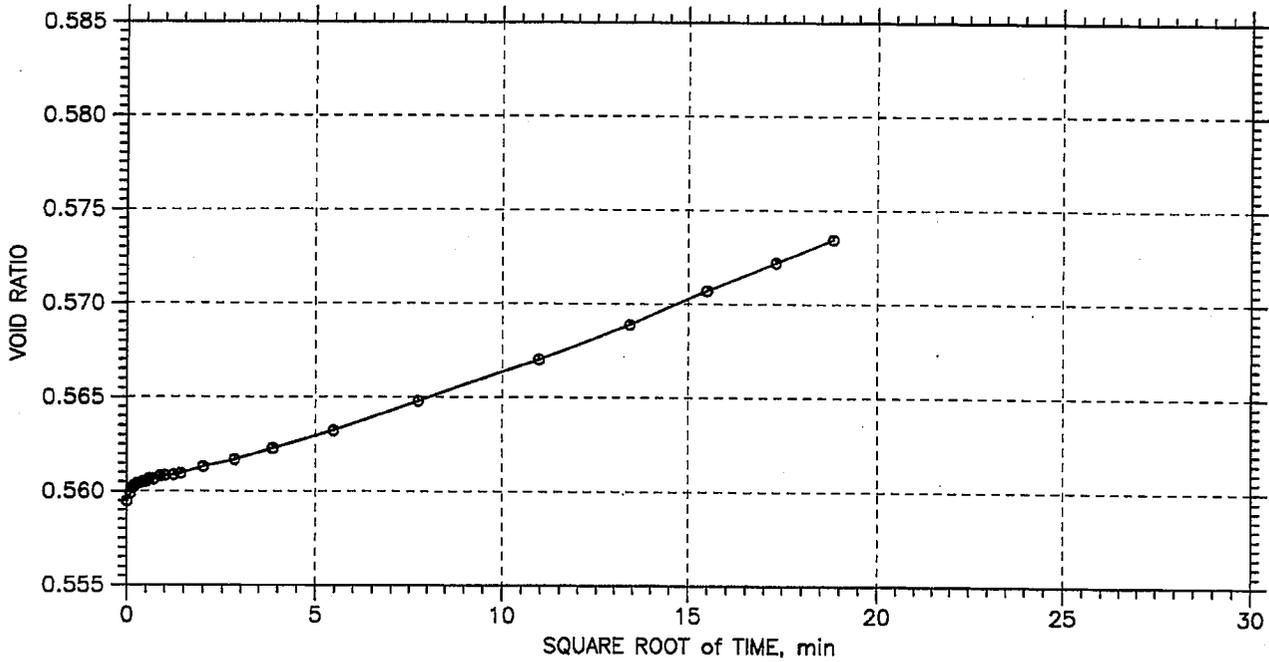
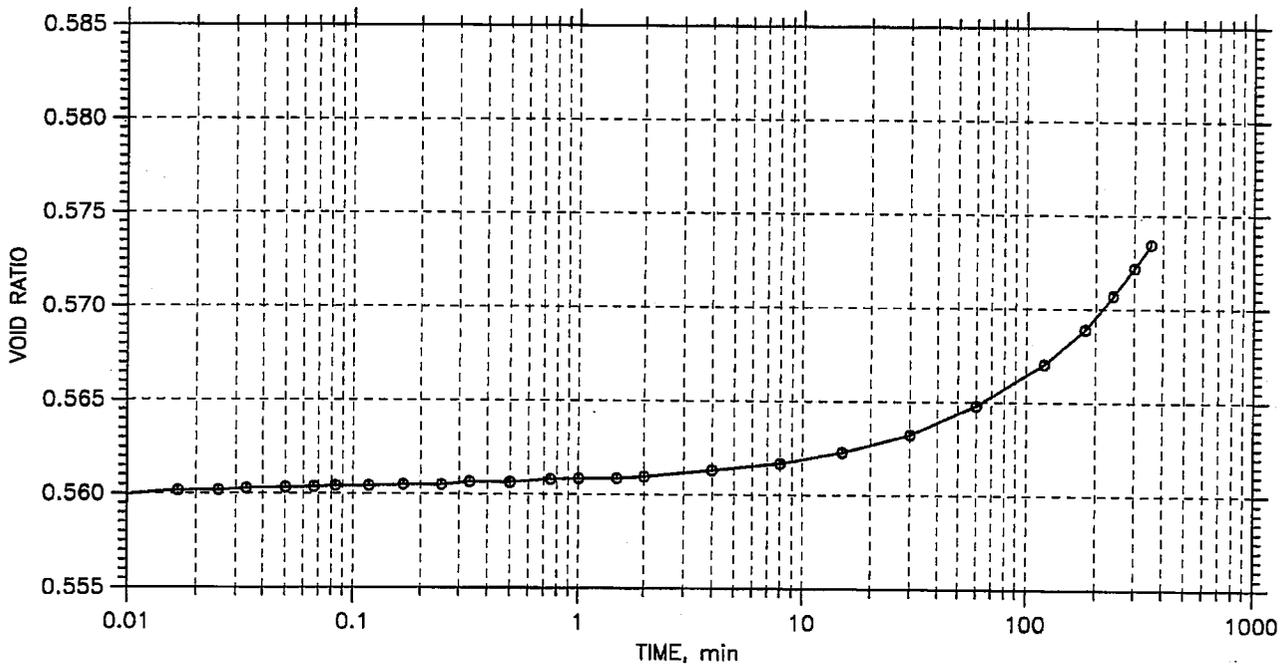
| | | |
|---|------------------------------|------------------------|
| Project: Andrews Drive Extension | Location: Rockford, Illinois | Project No.: 04S2012 |
| Boring No.: 7S | Tested By: Rin | Checked By: <i>RGR</i> |
| Sample No.: 1-3 | Test Date: 8/1/06 | Depth: 2.0-2.5 |
| Test No.: 1 | Sample Type: Tube | Elevation: N/A |
| Description: Brn & gray vf. sandy silty clay / ox. spots. | | |
| Remarks: | | |

CONSOLIDATION TEST DATA

TIME CURVES

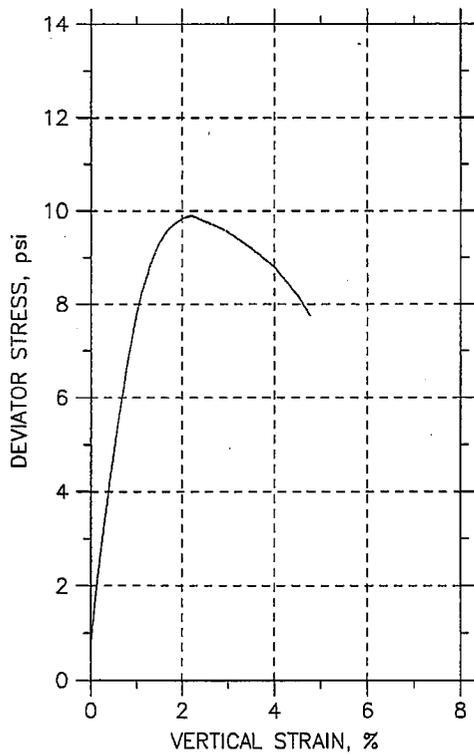
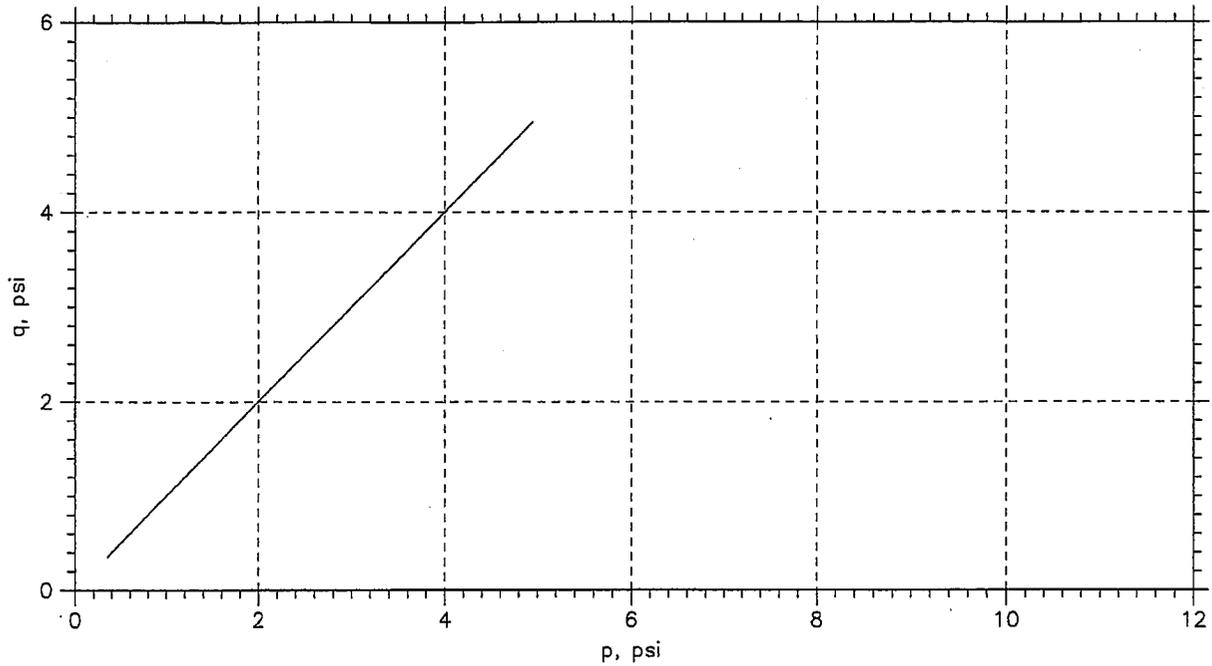
Step: 20 of 20

Stress: 0.25 tsf



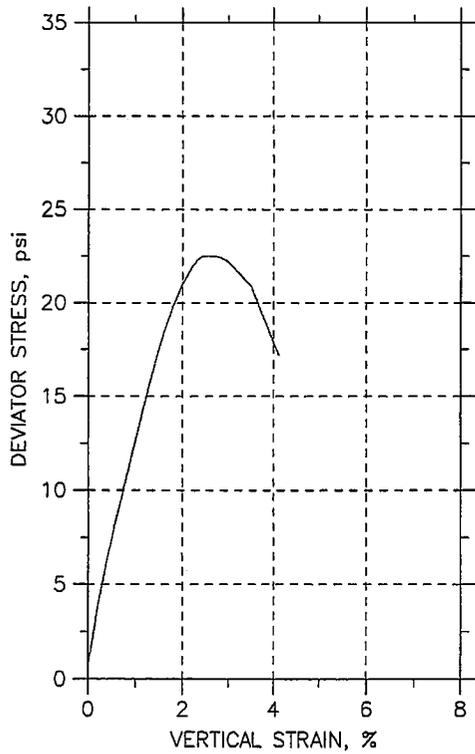
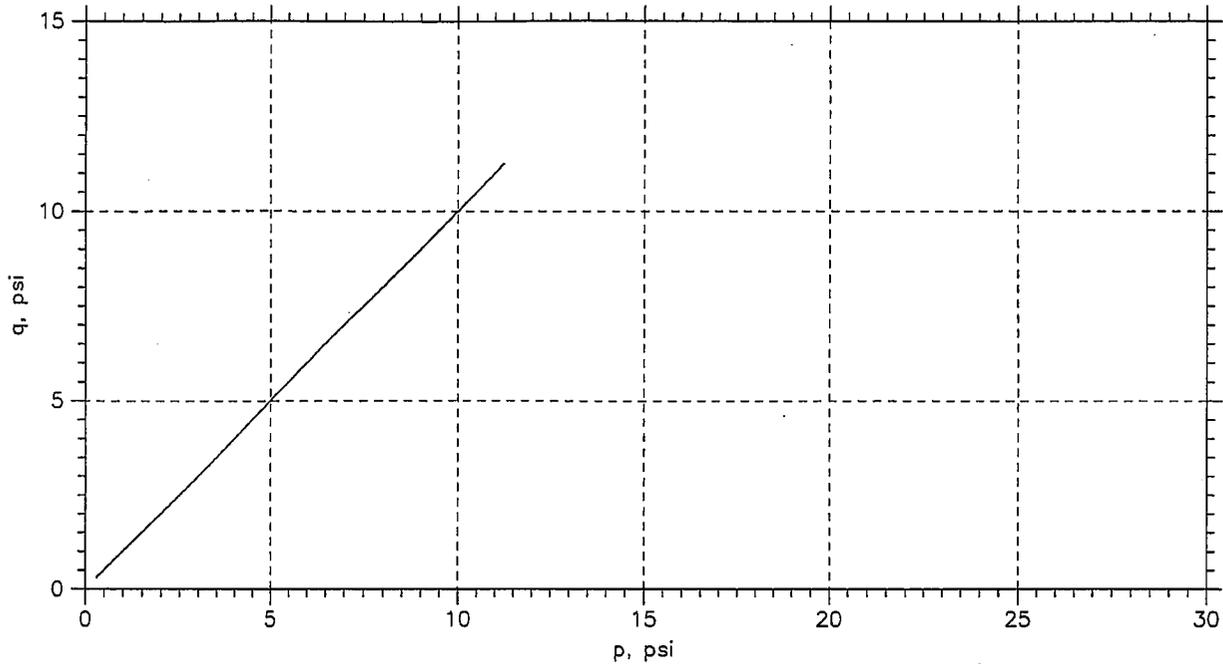
| | | |
|---|------------------------------|------------------------|
| Project: Andrews Drive Extension | Location: Rockford, Illinois | Project No.: 04S2012 |
| Boring No.: 7S | Tested By: Rin | Checked By: <i>RGC</i> |
| Sample No.: 1-3 | Test Date: 8/1/06 | Depth: 2.0-2.5 |
| Test No.: 1 | Sample Type: Tube | Elevation: N/A |
| Description: Brn & gray vf. sandy silty clay / ox. spots. | | |
| Remarks: | | |
| | | |

TRIAXIAL COMPRESSION TEST REPORT



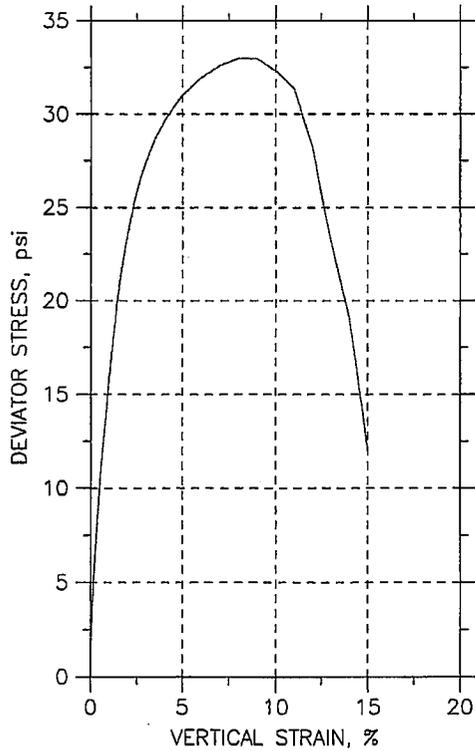
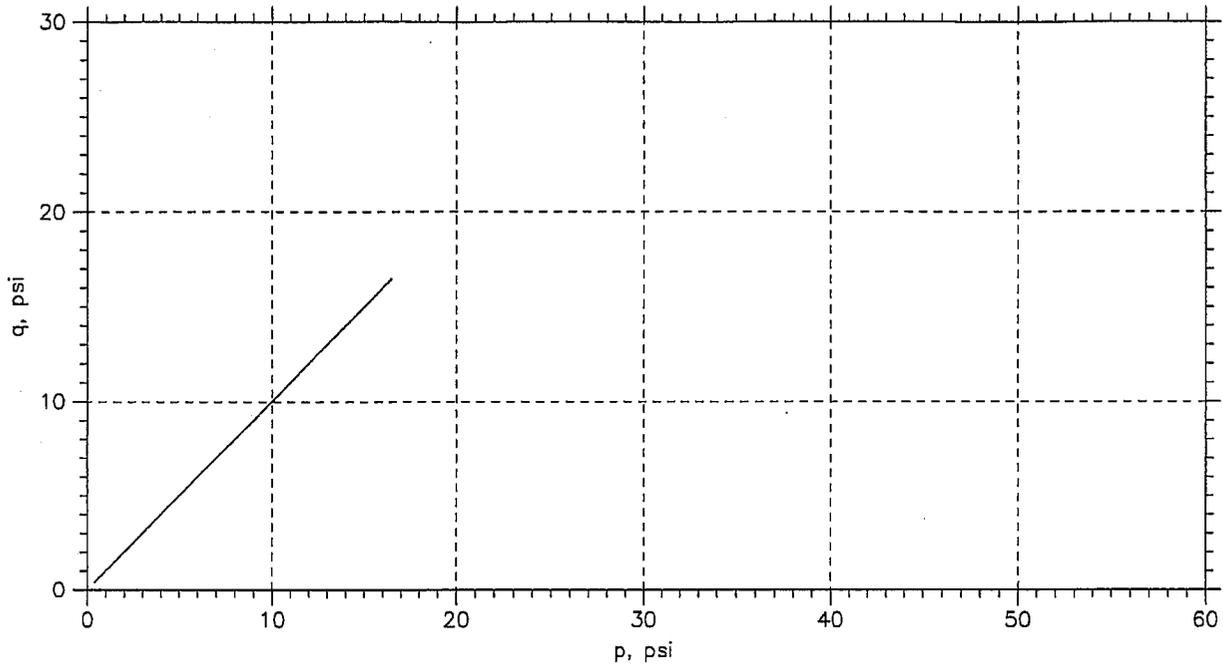
| | | | | |
|---|------------------|---------|--|--|
| Symbol | | | | |
| Test No. | | 1 | | |
| Initial | Diameter, in | 2.8661 | | |
| | Height, in | 6.0048 | | |
| | Water Content, % | 21.35 | | |
| | Dry Density, pcf | 103.43 | | |
| | Saturation, % | 91.55 | | |
| Before Shear | Void Ratio | 0.62967 | | |
| | Water Content, % | 21.35 | | |
| | Dry Density, pcf | 106.92 | | |
| | Saturation, % | 100.00 | | |
| | Void Ratio | 0.57647 | | |
| | Back Press., psi | --- | | |
| Minor Prin. Stress, psi | | 0 | | |
| Max. Dev. Stress, psi | | 9.9023 | | |
| Time to Failure, min | | 1.1604 | | |
| Strain Rate, %/min | | 2 | | |
| B-Value | | --- | | |
| Specific Gravity | | 2.70 | | |
| Liquid Limit | | 0 | | |
| Plastic Limit | | 0 | | |
| Plasticity Index | | 0 | | |
| Failure Sketch | | | | |
| Project: Andrews Drive Extension | | | | |
| Location: Greenville, Illinois | | | | |
| Project No.: 04s2012 | | | | |
| Boring No.: B-11 10.5'-11.0' | | | | |
| Sample Type: Tube | | | | |
| Description: Yel. brn. vf.+f. sandy clayey silt / tr. sm. gravel. | | | | |
| Remarks: ASTM D 2166 | | | | |

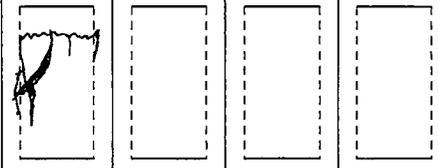
TRIAxIAL COMPRESSION TEST REPORT



| | | | | |
|---|------------------|---------|--|--|
| Symbol | | | | |
| Test No. | | 1 | | |
| Initial | Diameter, in | 2.8756 | | |
| | Height, in | 5.9853 | | |
| | Water Content, % | 17.13 | | |
| | Dry Density, pcf | 109.03 | | |
| | Saturation, % | 84.73 | | |
| Before Shear | Void Ratio | 0.54597 | | |
| | Water Content, % | 17.13 | | |
| | Dry Density, pcf | 115.25 | | |
| | Saturation, % | 100.00 | | |
| | Void Ratio | 0.46257 | | |
| Back Press., psi | | --- | | |
| Minor Prin. Stress, psi | | 0 | | |
| Max. Dev. Stress, psi | | 22.507 | | |
| Time to Failure, min | | 1.3175 | | |
| Strain Rate, %/min | | 2 | | |
| B-Value | | --- | | |
| Specific Gravity | | 2.70 | | |
| Liquid Limit | | 0 | | |
| Plastic Limit | | 0 | | |
| Plasticity Index | | 0 | | |
| Failure Sketch | | | | |
| Project: Andrews Drive Extension | | | | |
| Location: Greenville, Illinois | | | | |
| Project No.: 04s2012 | | | | |
| Boring No.: B-11 4.0'-4.5' | | | | |
| Sample Type: Tube | | | | |
| Description: Brn. & gray silty clay / silt seams. | | | | |
| Remarks: ASTM D 2166 | | | | |

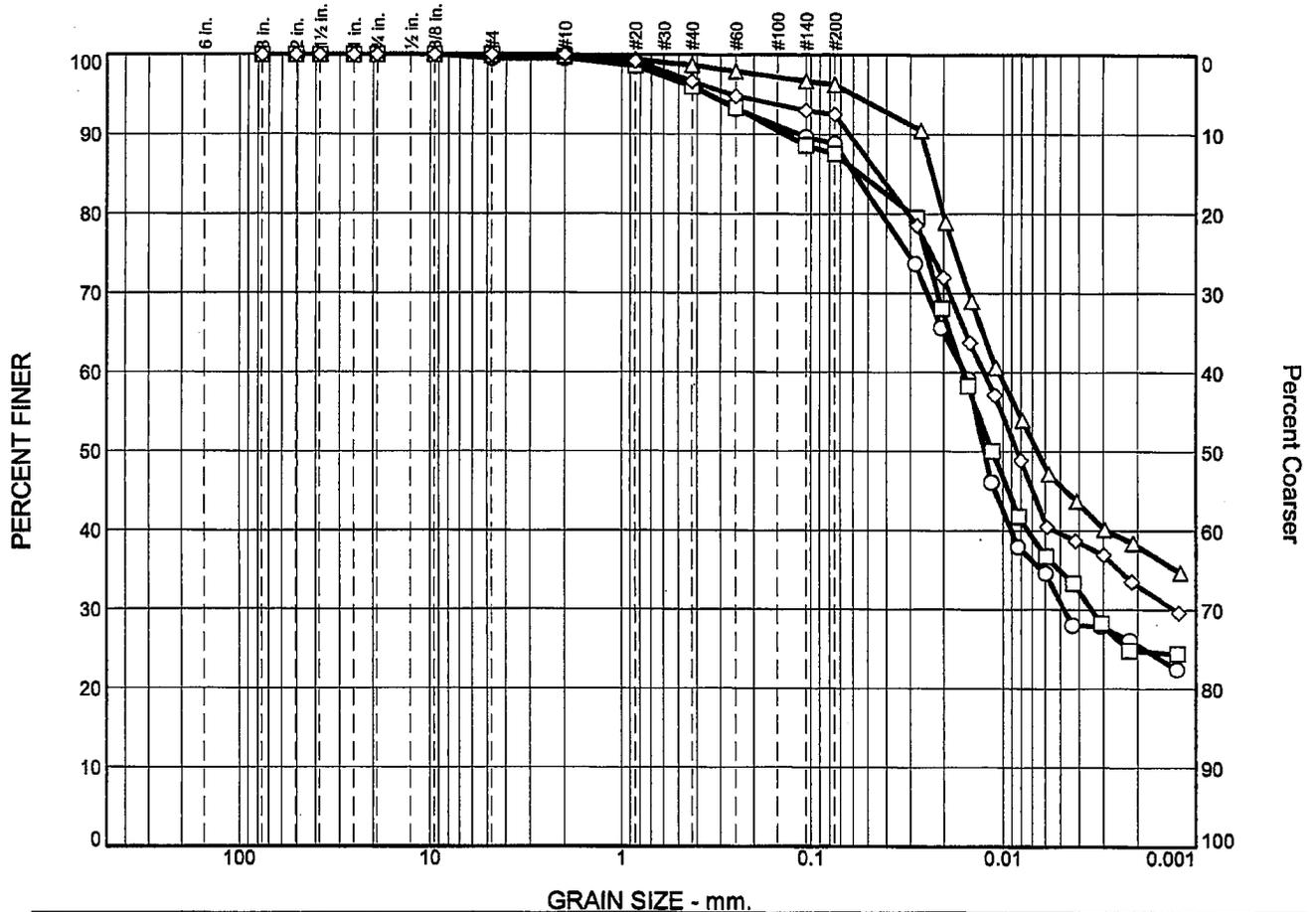
TRIAxIAL COMPRESSION TEST REPORT



| | | | | |
|-------------------------|------------------|---|--|--|
| Symbol | | | | |
| Test No. | | 1 | | |
| Initial | Diameter, in | 2.8518 | | |
| | Height, in | 5.9848 | | |
| | Water Content, % | 21.98 | | |
| | Dry Density, pcf | 104.07 | | |
| | Saturation, % | 95.77 | | |
| | Void Ratio | 0.61968 | | |
| Before Shear | Water Content, % | 21.98 | | |
| | Dry Density, pcf | 105.78 | | |
| | Saturation, % | 100.00 | | |
| | Void Ratio | 0.59348 | | |
| Back Press., psi | | --- | | |
| Minor Prin. Stress, psi | | 0 | | |
| Max. Dev. Stress, psi | | 32.986 | | |
| Time to Failure, min | | 4.086 | | |
| Strain Rate, %/min | | 2 | | |
| B-Value | | --- | | |
| Specific Gravity | | 2.70 | | |
| Liquid Limit | | 0 | | |
| Plastic Limit | | 0 | | |
| Plasticity Index | | 0 | | |
| Failure Sketch | |  | | |

| |
|---|
| Project: Andrews Drive Extension |
| Location: Greenville, Illinois |
| Project No.: 04s2012 |
| Boring No.: B-7 5.5'-6.0' |
| Sample Type: Tube |
| Description: Brn. & gray silty clay / silt seams. |
| Remarks: ASTM D 2166 |

Particle Size Distribution Report



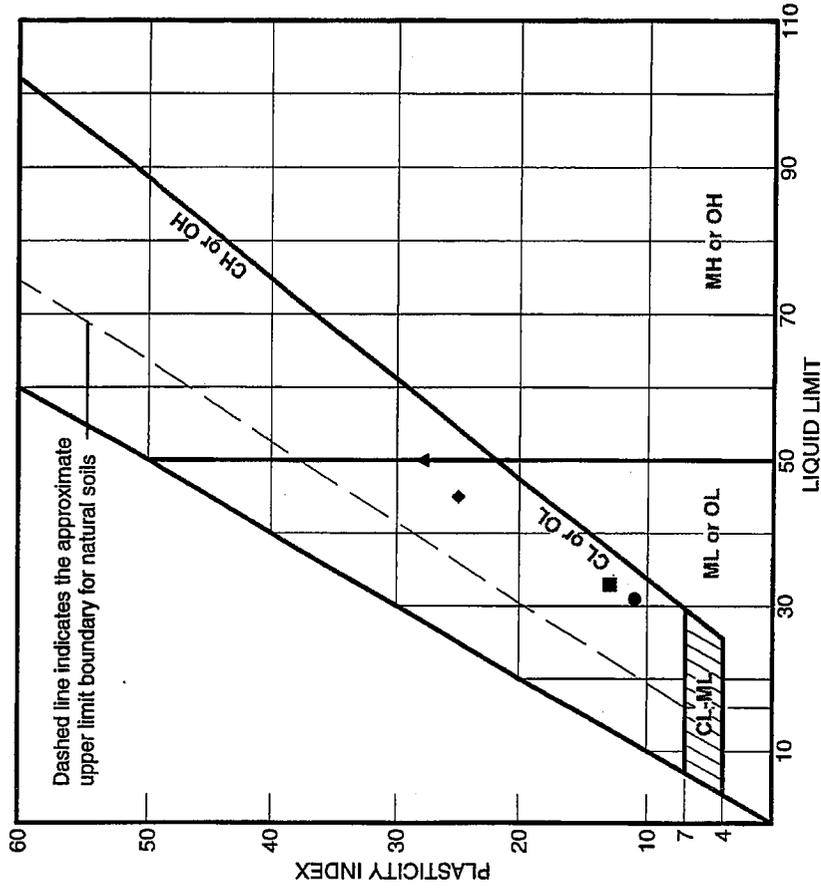
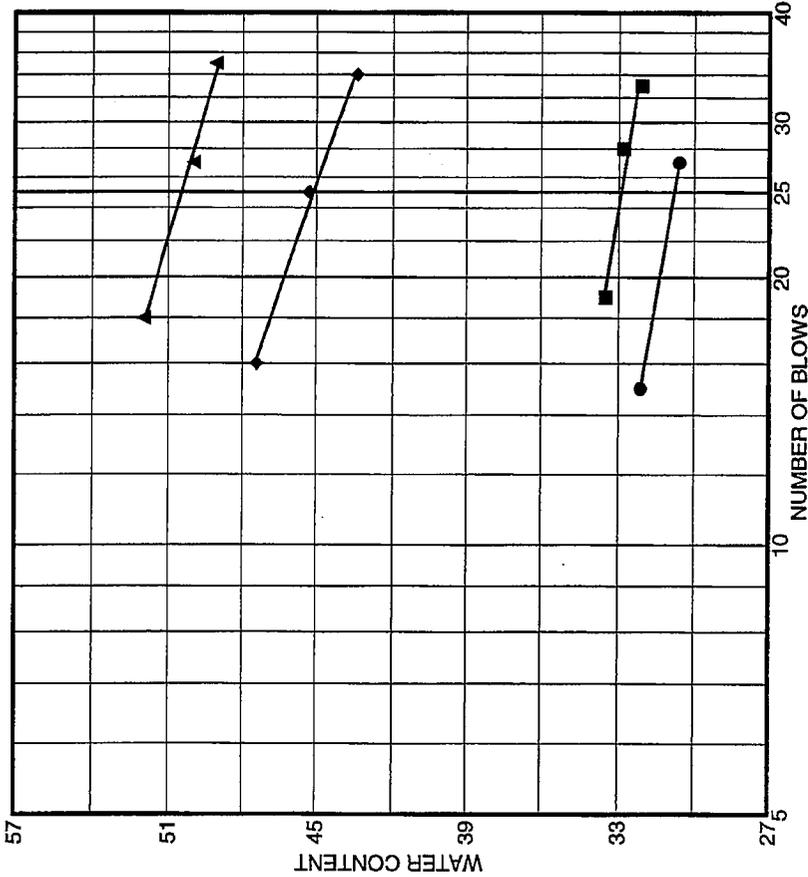
| | % +3" | % Gravel | | % Sand | | | % Fines | |
|---|-------|----------|------|--------|--------|------|---------|------|
| | | Coarse | Fine | Coarse | Medium | Fine | Silt | Clay |
| ○ | 0.0 | 0.0 | 0.5 | 0.0 | 3.4 | 7.2 | 57.9 | 31.0 |
| □ | 0.0 | 0.0 | 0.0 | 0.3 | 3.7 | 8.4 | 52.6 | 35.0 |
| △ | 0.0 | 0.0 | 0.1 | 0.1 | 1.1 | 2.4 | 50.6 | 45.7 |
| ◇ | 0.0 | 0.0 | 0.0 | 0.0 | 3.4 | 4.1 | 52.8 | 39.7 |

| SOIL DATA | | | | | |
|-----------|--------|------------|-------------|--|------|
| SYMBOL | SOURCE | SAMPLE NO. | DEPTH (ft.) | Material Description | USCS |
| ○ | | B-1 SS-1 | 1.0-2.5 | Brn. vf. sandy silt (tr. clay) / roots. | CL |
| □ | | B-2 SS-1 | 1.0-2.5 | Brn. & gray vf. sandy silty clay & vf. sandy silt / roots. | |
| △ | | B-3 SS-1 | 1.0-2.5 | Brn. & gray vf. sandy silt / so. clay & ox. spots. | |
| ◇ | | B-13 SS-1 | 1.0-2.5 | Brn. & gray vf. sandy clayey silt / ox. spots. | CL |

| | |
|---|---|
| <p>Hanson Professional Services Inc.</p> | <p>Client: Project: Andrews Drive Extension</p> <p>Project No.: 04S2012</p> <p style="text-align: right;">Figure</p> |
|---|---|

Tested By: ○ RIN □ RIN △ JCC ◇ RIN Checked By: SAH

LIQUID AND PLASTIC LIMITS TEST REPORT



| SOURCE | SAMPLE # | DEPTH/ELEV. | DATE SAMPLED | USCS | MATERIAL DESCRIPTION | NM % | LL | PI |
|--------|----------|-------------|--------------|------|--|------|----|----|
| | B-1 | SS-1 | 8/07/06 | | Brn. vf. sandy silt (tr. clay) / roots. | 12 | 31 | 11 |
| | B-2 | SS-1 | 8/07/06 | | Brn. & gray vf. sandy silty clay & vf. sandy silt / roots. | 19 | 33 | 13 |
| | B-3 | SS-1 | 8/07/06 | | Brn. & gray vf. sandy silt / so. clay & ox. spots. | 21 | 50 | 28 |
| | B-13 | SS-1 | 8/09/06 | | Brn. & gray vf. sandy clayey silt / ox. spots. | 15 | 45 | 25 |

Client _____

Project Andrews Drive Extension

Andrews Drive Extension

Project No. 04S2012

Figure

HANSON
Hanson Professional Services Inc.



DEPARTMENT OF THE ARMY
ST. LOUIS DISTRICT CORPS OF ENGINEERS
1222 SPRUCE STREET
ST. LOUIS, MISSOURI 63103-2833

REPLY TO
ATTENTION OF:

July 1, 2008

Regulatory Branch
File Number: MVS-2008-74

Mr. David E. Willey
City of Greenville
Municipal Building
404 South Third Street
Greenville, Illinois 62246

Dear Mr. Willey:

We have reviewed your application dated January 28, 2008 in regards to the proposed construction of the Andrews Drive roadway and bridge extension east of Greenville, Illinois. **This letter authorizes the placement of two, thirty inch diameter by forty-nine feet length culverts, the placement of filter fabric and an articulated block revetment mat as well as the placement of earthen fill material within an unnamed tributary to Beaver Creek.** It should be advised that all earthen fill material used for this project must be borrowed from an upland site. If you feel that the projects borrow areas may impact wetlands or other waters of the United States please contact our office prior to completing the work. More specifically, the project is located in the Northeast $\frac{1}{4}$ of Section 13, Township 05 North, and Range 03 West of the 3rd Principal Meridian, Greenville, Bond County, Illinois. The Unnamed tributary is a primary tributary to Beaver Creek which is a secondary tributary of the Kaskaskia River.

Based upon a review of the U.S. Geological Survey 7.5-minute topographical map, we determined that Unnamed Tributary would possess an ordinary high water mark at this location and would be considered jurisdictional waters of the United States. Therefore, the placement of fill material below the ordinary high water elevation requires a permit from this office.

The Corps of Engineers has determined that this activity will have no affect on endangered species, and is authorized under Section 404 of the Clean Water Act by an existing Department of the Army nationwide permit for linear transportation projects, as described in the March 12, 2007, Federal Register, Reissuance of Nationwide Permits; Notice (72 FR 11183), Appendix A (B)(14). **This permit verification is valid until March 18, 2012.** Enclosed is a copy of the nationwide permit and conditions and management practices with which you must comply.

In accordance with General Condition number 26 of the Nationwide Permit, a compliance certification (Attachment A of this package) must be completed within 30 days of project completion or the permit issuance may be revoked and considered null and void.

The Illinois Environmental Protection Agency (IEPA) has issued Section 401 water quality certification for these permits subject to the following conditions:

a. The affected area of the stream channel shall not exceed 100 linear feet, as measured along the stream corridor.

b. Any spoil material excavated, dredged or otherwise produced must not be returned to the waterway but must be deposited in a self-contained area in compliance with all state statues, as determined by the Illinois EPA.

c. Any backfilling must be done with clean material and placed in a manner to prevent violation of applicable water quality standards.

d. The applicant shall not cause: (1) violation of applicable provisions of the Illinois Environmental Protection Act; (2) water pollution defined and prohibited by the Illinois Environmental Protection Act; (3) violation of applicable water quality standards of the Illinois Pollution Control Board, Title 35, Subtitle C: Water Pollution Rules and Regulation; (4) or interference with water use practices near public recreation areas or water supply intakes.

e. All areas affected by construction shall be mulched and seeded as soon after construction as possible. The applicant shall undertake necessary measures and procedures to reduce erosion during construction. Interim measures to prevent erosion during construction shall be taken and may include the installation of staked straw bales, sedimentation basins and temporary mulching. All construction within the waterway shall be conducted during zero or low flow conditions. The applicant shall be responsible for obtaining an NPDES Storm Water Permit prior to initiating construction if the construction activity associated with the project will result in the disturbance of 1 (one) or more acres, total land area. An NPDES Storm Water Permit may be obtained by submitting a properly completed Notice of Intent (NOI) form by certified mail to the Agency's Division of Water Pollution Control, Permit Section.

f. The applicant shall implement erosion control measures consistent with the "Illinois Urban Manual" (IEPA/USDA, NRCS; 2002).

g. Temporary work pads, cofferdams, access roads and other temporary fills shall be constructed of clean coarse aggregate or non-erodible non-earthen fill material that will not cause siltation. Sandbags, pre-fabricated rigid materials, sheet piling, inflatable bladders and fabric lined basins may be used for temporary facilities.

h. The applicant for Nationwide Permit 14 that uses temporary work pads, cofferdams, access roads and other temporary fills in order to perform work in creeks, streams, or rivers shall maintain flow in these waters by utilizing dam and pumping, fluming, culverts or other such techniques.

i. Case specific water quality certification from the Illinois EPA will be required for projects that involve dredge and fill activities in bogs, fens or forested wetlands defined as follows:

1. A bog is a low nutrient peatland, usually in a glacial depression, that is acidic in the surface stratum and often dominated at least in part by the genus *Sphagnum*. P.
2. A fen is a peatland, herbaceous (including calcareous floating mats) or wooded, with calcareous groundwater flow.
3. A forested wetland is a wetland dominated by native woody vegetation with at least one of the following species or genera present: *Carya* spp., *Cephalanthus occidentalis*, *Cornus alternifolia*, *Fraxinus nigra*, *Juglans cinerea*, *Nyssa sylvatica*, *Quercus* spp., *Thuja occidentalis*, *Betula nigra*, *Betula alleghaniensis*, *Betula papyrifera* and *Fagus grandifolia*.

Furthermore, to ensure projects authorized by this Nationwide Permit will result in minimal adverse effects to the aquatic environment, the following Regional Conditions were developed for projects proposed within the state of Illinois:

1. Bank stabilization projects involving armoring of the streambank with riprap or the construction of retaining walls within High Value Subwatersheds exceeding 250 feet will require a PCN to the Corps of Engineers in accordance with General Condition No. 27.
2. A proposed activity to be authorized under Nationwide Permits 12 or 14 within the Cache River Wetlands Areas (Alexander and Pulaski Counties), Kaskaskia River (Clinton, St. Clair, and Washington Counties), or Wabash River (Gallatin and White Counties) will require a PCN to the Corps of Engineers in accordance with General Condition No. 27.
3. Stormwater management facilities shall not be located within an intermittent stream, except of NWP's 21, 49 or 50.
4. For newly constructed channels through areas that are unvegetated, native grass filter strips, or a riparian buffer with native trees or shrubs a minimum of 25 feet wide from the top of bank must be planted along both sides of the new channel.

This determination is applicable only to the permit program administered by the Corps of Engineers. It does not eliminate the need to obtain other federal, state or local approvals before beginning work.

You are reminded that the permit is based on submitted plans. Variations from these plans shall constitute a violation of Federal law and may result in the revocation of the permit. If this nationwide permit is modified, reissued, or revoked during this period, the provisions described at 33 CFR 330.6(b) will apply.

The jurisdictional determination for this project is considered a **Preliminary jurisdictional determination** in accordance with Corps regulations at 33 CFR Part 331. A preliminary jurisdictional determination is not appealable. If you wish, you may request an Approved Jurisdictional Determination (which may be appealed) by contacting our office for further instruction. The jurisdictional determination is valid for a period of five years from the date of this letter unless new information warrants revision of this determination before the expiration date.

If you have any questions please contact me at (314) 331-8578. Please refer to file number MVS-2008-74. "Also, we appreciate any feedback that you are able to offer. Please consider going to the following link <http://per2.nwp.usace.army.mil/survey.html> to complete a quick, on-line survey regarding the Corps' Regulatory Program."

Sincerely,



Tyson Zobrist
Project Manager
Rivers Permits Region

CC:

Mauer, IDNR
Allison, IEPA

ATTACHMENT A

COMPLETED WORK CERTIFICATION

Date of Issuance: July 1, 2008

File Number: MVS-2008-74

Name of Permittee: David E. Willey

River Basin/County/State: Kaskaskia/Bond/Illinois

Project Manager: Tyson Zobrist

Upon completion of this activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the following address:

**U.S. Army Corps of Engineers
Attn: Regulatory Branch (OD-F)
1222 Spruce Street
St. Louis, Missouri 63103-2833**

(Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with this permit, you are subject to permit suspension, modification or revocation.)

I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and conditions of the said permit, and required mitigation was completed in accordance with the permit conditions.

Signature of Permittee

Date

| | | | |
|-----------------------------------|--|---------------------------------|-----------------------|
| Applicant: David E. Willey | | File Number: MVS-2008-74 | Date: 7/1/2008 |
| Attached is: | | See Section below | |
| | INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission) | A | |
| | PROFFERED PERMIT (Standard Permit or Letter of permission) | B | |
| | PERMIT DENIAL | C | |
| | APPROVED JURISDICTIONAL DETERMINATION | D | |
| X | PRELIMINARY JURISDICTIONAL DETERMINATION | E | |

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

If you have questions regarding this decision and/or the appeal process you may contact:

Tyson Zobrist, PM
U.S. Army Corps of Engineers
1222 Spruce Street
St. Louis, Missouri 63103-2833
Phone: (314) 331-8587 Fax: (314) 331-8741

If you only have questions regarding the appeal process you may also contact:

James B. Wiseman, Jr.
Administrative Appeals Officer
CEMVD-PD-KM (Mississippi Valley Division)
P.O. Box 80 (1400 Walnut Street)
Vicksburg, MS 39181-0080
Phone: (601) 634-5820 Fax: (601) 634-5816

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

Signature of appellant or agent.

Date:

Telephone number:



U.S. Army Corps
Of Engineers
St. Louis District

Nationwide Permit Summary

No. 14, LINEAR TRANSPORTATION PROJECTS (NWP Final Notice, 72 FR 11183)

Activities required for the construction, expansion, modification, or improvement of linear transportation projects (e.g., roads, highways, railways, trails, airport runways, and taxiways) in waters of the United States. For linear transportation projects in non-tidal waters, the discharge cannot cause the loss of greater than 1/2-acre of waters of the United States. For linear transportation projects in tidal waters, the discharge cannot cause the loss of greater than 1/3-acre of waters of the United States. Any stream channel modification, including bank stabilization, is limited to the minimum necessary to construct or protect the linear transportation project; such modifications must be in the immediate vicinity of the project.

This NWP also authorizes temporary structures, fills, and work necessary to construct the linear transportation project. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

This NWP cannot be used to authorize non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) the loss of waters of the United States exceeds 1/10 acre; or (2) there is a discharge in a special aquatic site, including wetlands. (See general condition 27.) (Sections 10 and 404)

Note: Some discharges for the construction of farm roads or forest roads, or temporary roads for moving mining equipment, may qualify for an exemption under Section 404(f) of the Clean Water Act (see 33 CFR 323.4).

NATIONWIDE PERMIT CONDITIONS

General Conditions: **Note:** To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as appropriate, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act

Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP

1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation.

(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. Culverts placed in streams must be installed to maintain low flow conditions.

3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48.

6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).

7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

**Required Contract Provisions
All Contracts
Monthly Labor Summary and Activity Reporting System**

Effective: 1-1-1995 Revised June 2001

I. Monthly Labor Summary Report, Form SBE 148

The prime contractor and each first and second tier sub-contractor, (hereinafter referred to as "subcontractor") shall submit a certified Monthly Labor Summary Report directly to the District Engineer.

This report is in lieu of submittal of the Monthly Workforce Analysis Report, Form SBE 956.

This report must be received in District Eight no later than the tenth day of the next month.

This Report shall be submitted by the prime contractor and each subcontractor, for each consecutive month, from the start, to the completion of their work on the contract.

The data source for this Report will be a summation of all personnel and hours worked on each subject contract for the month based on weekly payrolls for that month.

The Monthly Labor Summary Report is required to be submitted in one of the following formats:

- a.) **For contractors having IDOT contracts valued in the aggregate at \$250,000 or less, the report may be typed or clearly handwritten using Form SBE 148 for submittal to the District Engineer for District Eight.**
- b.) **For contractors having IDOT contracts valued in the aggregate at more than \$250,000, the report must be submitted in a specific "Fixed Length Comma Delimited ASCII Text File Format". The subject file format is detailed on the next page. Submittal of this file may be by 3.5 inch disk, modem, or by e-mail.**

II. Monthly Contract Activity Report, Form SBE 248

The prime contractor and each subcontractor shall submit a monthly report directly to the District Engineer, reflecting their contract activity on all Illinois Department of Transportation contracts they have in force in District Eight.

This report shall be submitted for each consecutive month, from the start, to the completion of all contracts in District Eight.

The report must be received in the District Office no later than the tenth day of the next month.

(1)

REQUIRED CONTRACT PROVISIONS ALL CONTRACTS

PAYROLLS and PROCEDURES

EFFECTIVE 2/5/1975, REVISED 11/7/1986, 1/14/1994, and June 2001

The prime contractor and each subcontractor shall submit a weekly certified original and one copy of their company's payroll directly to the District Engineer.

Payrolls must be received within seven days of the payroll ending period.

Payroll data shall be submitted on Payroll Form RE 48 or an approved facsimile.

Every person paid by a contractor or subcontractor in any manner for his or her labor in the construction, prosecution, completion, or repair of this public work is **employed** and receiving "wages", regardless of any contractual relationship alleged to exist between him or her and the real employer.

Payroll data shall include all persons employed on the job site.

The following employee codes are to be used to identify each individual on the payroll:

- | | | | | |
|----|-----------------------------|------------------------------------|----------------------------|--------------------|
| A. | Gender: | M - Male | F - Female | |
| B. | Ethnic Group: | 1 - White | 2 - Black | 3 - Hispanic |
| | | 4 - American Indian/Alaskan Native | 5 - Asian/Pacific Islander | |
| C. | Work Classification: | OF - Officials | SU - Supervisors | FO - Foremen |
| | | CL - Clerical | EO - Operators | ME - Mechanics |
| | | TD - Truck Drivers | PA - Painters | CM - Cement Masons |
| | | EL - Electricians | TE - Technical | LA - Laborers |
| | | OT - Other | | |
| D. | Employee Status: | O - Owner Operator | J - Journeyman | C - Company |
| | | A - Apprentice | T - Trainee | |

Payroll data shall be submitted by the prime contractor and each subcontractor for each consecutive week, from the start to the completion of their work. When there has been no activity during a work week, a payroll is still required to be sent to the District Engineer, with the appropriate box ("No Work", "Suspended", "Completed") checked at the bottom of the Payroll Form RE 48. Do Not check any of these boxes when payroll data is being reported on the payroll.

The Department of Transportation is requesting disclosure of information necessary to accomplish the statutory purpose as outlined under 23CFR part 230 and 41CFR part 60.4 and the Illinois Human Rights Act. Disclosure of this information is **REQUIRED**. Failure to comply with this special provision may result in the withholding of payments to the contractor, and/or cancellation, termination, or suspension of the contract in whole or part.

Compliance with this Special Provision shall be considered incidental to the cost of the contract and no additional compensation will be allowed for any costs incurred.

This Special Provision must be included in each subcontract agreement.

Monthly Labor Summary and Activity Reporting System Codes and Formats

Indicated below for your reference are the Employee Codes and File Formats required for this system.

I.) Monthly Labor Summary Report, Form SBE 148

The following employee codes are to be used to identify each individual on the Summary Report:

- | | | | |
|----|-----------------------------|--|---|
| 1. | Gender: | M - Male | F - Female |
| 2. | Ethnic Group: | 1 - White 4 - American Indian/Alaskan Native | 2 - Black 3 - Hispanic 5 - Asian/Pacific Islander |
| 3. | Work Classification: | OF - Official CL - Clerical TD - Truck Driver EL - Electrician CM - Cement Mason | SU - Supervisor EO - Operator PA - Painter TE - Technical FO - Foremen ME - Mechanic OT - Other LA - Laborer |
| 4. | Employee Status: | O - Owner Operator A - Apprentice | J - Journeyman C - Company T - Trainee |

Specific "Fixed Length Comma Delimited ASCII File Format"

| Order | Field Name | Type | Size |
|-------|-----------------------------|------|------|
| 1 | Contractor Number | A | 4 |
| 2 | Contractor Reference Number | A | 6 |
| 3 | Contract Number | A | 5 |
| 4 | Period (07/28/2000) | D | 10 |
| 5 | SSN (111-11-1111) | A | 11 |
| 6 | Name | A | 40 |
| 7 | Gender | A | 1 |
| 8 | Ethnic Group | A | 1 |
| 9 | Work Classification | A | 1 |
| 10 | Employee Status | A | 1 |
| 11 | Total Hours (0000060.00) | N | 10 |

File Name Conventions: (Contractor Number + Report Month/Year).Txt
i.e. 20001298.Txt

II.) Monthly Contract Activity Report, Form SBE 248

The following activity codes are to be used to identify the contractors contract status each month on the Monthly Activity Report, Form SBE 248:

- A. Contract Status: 1 - Not Started 2 - Active 3 - No Work 4 - Suspended 5 - Complete

Failure to comply with this special provision may result in the withholding of payments to the contractor, and/or cancellation, termination, or suspension of the contract in whole or part.

Compliance with this Special Provision shall be considered incidental to the cost of the contract and no additional compensation will be allowed for any costs incurred.

All prime and subcontractors having contracts in the aggregate exceeding \$250,000 must provide a "Fixed Length Comma Delimited ASCII File" for approval prior to the start of construction.

This Special Provision must be included in each subcontract agreement.

monitor/molassp2



Route Andrews Drive
Section 99-00036-00-BR
County Bond

Marked Rt. Andrews Drive
Project No. HPP-4177(001)
Contract No. 97366

This plan has been prepared to comply with the provisions of the NPDES Permit Number ILR10, issued by the Illinois Environmental Protection Agency on May 30, 2003 for storm water discharges from Construction Site Activities. This plan has also been prepared to comply with the provisions of NPDES Permit Number ILR40 for discharges from small municipal separate storm sewer systems if checked below.

NPDES permits associated with this project:

- ILR10 Permit No. (if applicable): _____
- ILR40 Permit No. (if applicable): ILR400493

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

David Willey
Print Name
City Manager
Title
City of Greenville
Agency

David Willey
Signature
12-18-08
Date

I. Site Description:

A. The following is a description of the project location:

The project is located southeast of the City of Greenville, IL along U.S. Route 40, approximately 1 mile east of the IL Route 121/U.S. Route 40 intersection.

B. The following is a description of the construction activity which is the subject of this plan:

The new construction of Andrews Drive consists of the construction of MSE retaining walls and a steel beam bridge over U.S. Route 40, the CSX Railroad tracks (2) and a future Illinois Western Railroad track north of the CSX tracks. It also consists of a new intersection with U.S. Route 40, including widening along U.S. Route 40 for the installation of right and left turn lanes, construction of a new roadway and embankment to the bridge and the relocation of Wolf Industrial Drive to a new intersection with Andrews Drive along with other miscellaneous items to complete the work. Removals include shoulder removal along U.S. Route 40, bituminous surface removal and replacement along U.S. Route 40 and pavement removal along Andrews and Wolf Industrial Drives, along with other miscellaneous removal items to complete the work.

C. The following is a description of the intended sequence of major activities which will disturb soils for major portions of the construction site, such as grubbing, excavation and grading:

Roadway fill will be the major grading activity that will be disturbing soils for this project. Other miscellaneous work such as shoulder/lane widening and culvert installation will also disturb soil.

D. The total area of the construction site is estimated to be 14.3 acres.

The total area of the site that is estimated will be disturbed by excavation, grading or other activities is 12.76 acres.

E. The following is a weighted average of the runoff coefficient for this project after construction activities are completed:

10.1 Acres Grass – C value of 0.3

4.20 Acres Paved Surface – C value of 0.9

$$\text{Weighted C} = (10.1 \times 0.3) + (4.2 \times 0.9) / (10.1 + 4.20) = 0.48$$

F. The following is a description of the soil types found at the project site followed by information regarding their erosivity:

The soil type for this construction project according to the USDA Bond County Illinois Soil Survey is 581B2 (Tamalco) and 912A (Hoyleton). These soils have Erosion factors of K – 0.43 and T – 3.

G. The following is a description of potentially erosive areas associated with this project:

The existing topography of the project is generally flat with only mild slopes south of U.S. Route 40. Along the proposed overpass embankment will be the highest potentially erodible areas along with outlets to the existing and proposed culverts with the project limits.

H. The following is a description of soil disturbing activities, their locations, and their erosive factors (e.g. steepness of slopes, length of slopes, etc):

The roadway embankment is the main soil disturbing activity with erosive possibility. These areas are located along the Andrews Drive alignment between stations 107+00 and 127+00. These slopes will have 3:1 grades of embankment, except as the earthwork approaches the bridge where the slopes will transition to 2:1. The length of these slopes at the highest point is approximately 80 feet narrowing down to slopes of only a few feet at the where the profile is near the ground.

I. See the erosion control plans and/or drainage plans for this contract for information regarding drainage patterns, approximate slopes anticipated before and after major grading activities, locations where vehicles enter or exit the site and controls to prevent offsite sediment tracking (to be added after contractor identifies locations), areas of soil disturbance, the location of major structural and non-structural controls identified in the plan, the location of areas where stabilization practices are expected to occur, surface waters (including wetlands) and locations where storm water is discharged to surface water including wetlands.

J. The following is a list of receiving water(s) and the ultimate receiving water(s), and areal extent of wetland acreage at the site. The location of the receiving waters can be found on the erosion and sediment control plans:

Receiving water for drainage from the project is Beaver Creek. Beaver Creek is a tributary of Shoal Creek, which flows to the Kaskaskia River. Three wetland sites have been identified near the project totaling 0.20 acres in size.

K. The following pollutants of concern will be associated with this construction project:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Soil Sediment | <input checked="" type="checkbox"/> Petroleum (gas, diesel, oil, kerosene, hydraulic oil / fluids) |
| <input checked="" type="checkbox"/> Concrete | <input checked="" type="checkbox"/> Antifreeze / Coolants |
| <input checked="" type="checkbox"/> Concrete Truck Waste | <input checked="" type="checkbox"/> Waste water from cleaning construction equipment |
| <input checked="" type="checkbox"/> Concrete Curing Compounds | <input type="checkbox"/> Other (specify) |
| <input checked="" type="checkbox"/> Solid Waste Debris | <input type="checkbox"/> Other (specify) |
| <input checked="" type="checkbox"/> Paints | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Solvents | <input type="checkbox"/> Other (specify) |
| <input checked="" type="checkbox"/> Fertilizers / Pesticides | <input type="checkbox"/> Other (specify) |

II. Controls:

This section of the plan addresses the controls that will be implemented for each of the major construction activities described in I.C. above and for all use areas, borrow sites, and waste sites. For each measure discussed, the contractor will be responsible for its implementation as indicated. The contractor shall provide to the resident engineer a plan for the implementation of the measures indicated. The contractor, and subcontractors, will notify the resident engineer of any proposed changes, maintenance, or modifications to keep construction activities compliant with the permit. Each such contractor has signed the required certification on forms which are attached to, and are a part of, this plan:

A. Erosion and Sediment Controls

- 1. **Stabilized Practices:** Provided below is a description of interim and permanent stabilization practices, including site specific scheduling of the implementation of the practices. Site plans will ensure that existing vegetation is preserved where attainable and disturbed portions of the site will be stabilized. Stabilization practices may include but are not limited to: temporary seeding, permanent seeding, mulching, geotextiles, sodding, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures. Except as provided below in II(A)(1)(a) and II(A)(3), stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 14 days after the construction activity in that portion of the site has temporarily or permanently ceases on all disturbed portions of the site where construction will not occur for a period of 21 or more calendar days.
 - a. Where the initiation of stabilization measures by the 14th day after construction activity temporarily or permanently ceases is precluded by snow cover, stabilization measures shall be initiated as soon as practicable thereafter.

The following Stabilization Practices will be used for this project:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Preservation of Mature Vegetation | <input type="checkbox"/> Erosion Control Blanket / Mulching |
| <input type="checkbox"/> Vegetated Buffer Strips | <input type="checkbox"/> Sodding |
| <input type="checkbox"/> Protection of Trees | <input type="checkbox"/> Geotextiles |
| <input checked="" type="checkbox"/> Temporary Erosion Control Seeding | <input type="checkbox"/> Other (specify) |
| <input checked="" type="checkbox"/> Temporary Turf (Seeding, Class 7) | <input type="checkbox"/> Other (specify) |
| <input checked="" type="checkbox"/> Temporary Mulching | <input type="checkbox"/> Other (specify) |
| <input checked="" type="checkbox"/> Permanent Seeding | <input type="checkbox"/> Other (specify) |

Describe how the Stabilization Practices listed above will be utilized:

Preservation of Mature Vegetation will be used in all areas adjacent to construction. Temporary erosion control seeding and mulch will be used during construction before permanent seeding can be placed. Temporary Turf (Seeding, Class 7) shall be used for the winter shutdown period before construction is completed and permanent seeding can be placed in the following construction year.

- 2. **Structural Practices:** Provided below is a description of structural practices that will be implemented, to the degree attainable, to divert flows from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Such practices may include but are not limited to: perimeter erosion barrier, earth dikes, drainage swales, sediment traps, ditch checks, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, and temporary or permanent sediment basins. The installation of these devices may be subject to Section 404 of the Clean Water Act.

The following Structural Practices will be used for this project:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Perimeter Erosion Barrier | <input checked="" type="checkbox"/> Rock Outlet Protection |
| <input checked="" type="checkbox"/> Temporary Ditch Check | <input checked="" type="checkbox"/> Riprap |
| <input type="checkbox"/> Storm Drain Inlet Protection | <input type="checkbox"/> Gabions |
| <input type="checkbox"/> Sediment Trap | <input type="checkbox"/> Slope Mattress |
| <input type="checkbox"/> Temporary Pipe Slope Drain | <input checked="" type="checkbox"/> Retaining Walls |
| <input type="checkbox"/> Temporary Sediment Basin | <input type="checkbox"/> Slope Walls |
| <input type="checkbox"/> Temporary Stream Crossing | <input type="checkbox"/> Concrete Revetment Mats |
| <input type="checkbox"/> Stabilized Construction Exits | <input type="checkbox"/> Level Spreaders |
| <input type="checkbox"/> Turf Reinforcement Mats | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Permanent Check Dams | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Permanent Sediment Basin | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Aggregate Ditch | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Paved Ditch | <input type="checkbox"/> Other (specify) |

Describe how the Structural Practices listed above will be utilized:

Perimeter erosion barrier will be used to in flat or fill areas along the project site to keep construction debris within the project limits. Temporary ditch checks will be used in all proposed ditches and locations where water will be entering or exiting the project site. Rock outlet protection (riprap) will be used at the downstream end of culverts requiring riprap protection based on the design guidelines of the drainage manual as well as behind the proposed MSE wall used at the abutments of the proposed bridge.

Temporary Ditch Checks shall be located at every 1' fall/rise in ditch grade.

Temporary Ditch Checks, Aggregate uses grading No. 3 – Remove at end of Construction.

Straw bales, hay bales, perimeter erosion barrier and silt fence will not be permitted for temporary or permanent ditch checks. Ditch checks shall be composed of aggregate (if specified), enviroberm, triangular silt dikes, georidge and rolled excelsior.

As soon as reasonable access is available to all locations where water drains away from the project, temporary ditch checks, inlet and pipe protection, and perimeter erosion barrier shall be installed as called out in this plan and directed by the Engineer.

All erosion control products furnished shall be specifically recommended by the manufacturer for the use specified in the erosion control plan. Prior to the approval and use of the product, the contractor shall submit to the Engineer a notarized certification by the producer stating the intended use of the product and that the physical properties required for this application are met or exceeded. The contractor shall provide manufacturer installation procedures to facilitate the Engineer in construction inspection.

3. **Storm Water Management:** Provided below is a description of measures that will be installed during the construction process to control pollutants in storm water discharges that will occur after construction operations have been completed. The installation of these devices may be subject to Section 404 of the Clean Water Act.

- a. Such practices may include but are not limited to: storm water detention structures (including wet ponds), storm water retention structures, flow attenuation by use of open vegetated swales and natural depressions, infiltration of runoff on site, and sequential systems (which combine several practices).

The practices selected for implementation were determined on the basis of the technical guidance in Section 59-8 (Erosion and Sediment Control) in Chapter 59 (Landscape Design and Erosion Control) of the Illinois Department of Transportation Bureau of Design and Environment Manual. If practices other than those discussed in Section 59-8 are selected for implementation or if practices are applied to situations different from those covered in Section 59-8, the technical basis for such decisions will be explained below.

- b. Velocity dissipation devices will be placed at discharge locations and along the length of any outfall channel as necessary to provide a non-erosive velocity flow from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected (e.g.

maintenance of hydrologic conditions such as the hydroperiod and hydrodynamics present prior to the initiation of construction activities).

Description of Storm Water Management Controls.

Rock outlet protection (riprap) will be used at the downstream end of culverts requiring riprap protection based on the design guidelines of the drainage manual as well as behind the proposed MSE wall used at the abutments of the proposed bridge.

4. Other Controls:

- a. Vehicle Entrances and Exits – Stabilized construction entrances and exits must be constructed to prevent tracking of sediments onto roadways.

The contractor will provide the resident engineer with a written plan identifying the location of stabilized entrances and exits and the procedures (s)he will use to construct and maintain them.

- b. Material Delivery, Storage, and Use – The following BMPs shall be implemented to help prevent discharges of construction materials during delivery, storage, and use:
- All products delivered to the project site must be properly labeled.
 - Water tight shipping containers and/or semi trailers shall be used to store hand tools, small parts, and most construction materials that can be carried by hand, such as paint cans, solvents, and grease.
 - A storage/containment facility should be chosen for larger items such as drums and items shipped or stored on pallets. Such material is to be covered by a tin roof or large sheets of plastic to prevent precipitation from coming in contact with the products being stored.
 - Large items such as light stands, framing materials and lumber shall be stored in the open in a general storage area. Such material shall be elevated with wood blocks to minimize contact with storm water runoff.
 - Spill clean-up materials, material safety data sheets, an inventory of materials, and emergency contact numbers shall be maintained and stored in one designated area and each Contractor is to inform his/her employees and the resident engineer of this location.
- c. Stockpile Management – BMPs shall be implemented to reduce or eliminate pollution of storm water from stockpiles of soil and paving materials such as but not limited to portland cement concrete rubble, asphalt concrete, asphalt concrete rubble, aggregate base, aggregate sub base, and pre-mixed aggregate. The following BMPs may be considered:
- Perimeter Erosion Barrier
 - Temporary Seeding
 - Temporary Mulch
 - Plastic Covers
 - Soil Binders
 - Storm Drain Inlet Protection

The contractor will provide the resident engineer with a written plan of the procedures (s)he will use on the project and how they will be maintained.

- d. Waste Disposal. No materials, including building materials, shall be discharged into Waters of the State, except as authorized by a Section 404 permit.
- e. The provisions of this plan shall ensure and demonstrate compliance with applicable State and/or local waste disposal, sanitary sewer or septic system regulations.
- f. The contractor shall provide a written and graphic plan to the resident engineer identifying where each of the above areas will be located and how they are to be managed.

5. Approved State or Local Laws

The management practices, controls and provisions contained in this plan will be in accordance with IDOT specifications, which are at least as protective as the requirements contained in the Illinois Environmental Protection Agency's Illinois Urban Manual, 1995. Procedures and requirements specified in applicable

sediment and erosion site plans or storm water management plans approved by local officials shall be described or incorporated by reference in the space provided below. Requirements specified in sediment and erosion site plans, site permits, storm water management site plans or site permits approved by local officials that are applicable to protecting surface water resources are, upon submittal of an NOI, to be authorized to discharge under permit ILR10 incorporated by reference and are enforceable under this permit even if they are not specifically included in the plan.

Description of procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials:

See erosion control plans for procedures required for this project.

III. Maintenance:

The following is a description of procedures that will be used to maintain, in good and effective operating conditions, the vegetation, erosion and sediment control measures and other protective measures identified in this plan. The resident engineer will provide maintenance guides to the contractor for the practices associated with this project.

- Temporary Seeding and Mulch shall be placed on all disturbed areas if permanent seeding and mulch cannot yet be applied.
- All areas that can be permanently seeded and mulches shall be as soon as the area is final graded.
- Inlet and pipe protection, perimeter erosion barrier and temporary ditch checks shall be inspected and replaced if no longer operating properly.

All maintenance of erosion control systems will be the responsibility of the contractor. All locations where vehicles enter and exit the construction site and all other areas subject to erosion should also be inspected periodically. Inspection of these areas shall be made at least once every seven days and within 24 hours of the end of each 0.5 inches or greater rainfall, or and equivalent snowfall.

IV. Inspections:

Qualified personnel shall inspect disturbed areas of the construction site which have not yet been finally stabilized, structural control measures, and locations where vehicles and equipment enter and exit the site. Such inspections shall be conducted at least once every seven (7) calendar days and within 24 hours of the end of a storm that is 0.5 inches or greater or equivalent snowfall.

- A. Disturbed areas, use areas (storage of materials, stockpiles, machine maintenance, fueling, etc.), borrow sites, and waste sites shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. Erosion and sediment control measures identified in the plan shall be observed to ensure that they are operating correctly. Discharge locations or points that are accessible, shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters. Locations where vehicles enter or exit the site shall be inspected for evidence of off site sediment tracking.
- B. Based on the results of the inspection, the description of potential pollutant sources identified in section I above and pollution prevention measures identified in section II above shall be revised as appropriate as soon as practicable after such inspection. Any changes to this plan resulting from the required inspections shall be implemented within ½ hour to 1 week based on the urgency of the situation. The resident engineer will notify the contractor of the time required to implement such actions through the weekly inspection report.
- C. A report summarizing the scope of the inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of this storm water pollution prevention plan, and actions taken in accordance with section IV(B) shall be made and retained as part of the plan for at least three (3) years after the date of the inspection. The report shall be signed in accordance with Part VI. G of the general permit.
- D. If any violation of the provisions of this plan is identified during the conduct of the construction work covered by this plan, the resident engineer shall complete and file an "Incidence of Noncompliance" (ION) report for the identified violation. The resident engineer shall use forms provided by the Illinois Environmental Protection Agency and shall include specific information on the cause of noncompliance, actions which were taken to prevent any further causes of noncompliance, and a statement detailing any environmental impact which may

have resulted from the noncompliance. All reports of noncompliance shall be signed by a responsible authority in accordance with Part VI. G of the general permit.

The Incidence of Non-Compliance shall be mailed to the following address:

Illinois Environmental Protection Agency
Division of Water Pollution Control
Attn: Compliance Assurance Section
1021 North Grand East
Post Office Box 19276
Springfield, Illinois 62794-9276

V. Non-Storm Water Discharges:

Except for flows from fire fighting activities, sources of non-storm water that is combined with storm water discharges associated with the industrial activity addressed in this plan must be described below. Appropriate pollution prevention measures, as described below, will be implemented for the non-storm water component(s) of the discharge.

- A. Spill Prevention and Control – BMPs shall be implemented to contain and clean-up spills and prevent material discharges to the storm drain system. The contractor shall produce a written plan stating how his/her company will prevent, report, and clean up spills and provide a copy to all of his/her employees and the resident engineer. The contractor shall notify all of his/her employees on the proper protocol for reporting spills. The contractor shall notify the resident engineer of any spills immediately.
- B. Concrete Residuals and Washout Wastes – The following BMPs shall be implemented to control residual concrete, concrete sediments, and rinse water:
 - Temporary Concrete Washout Facilities shall be constructed for rinsing out concrete trucks. Signs shall be installed directing concrete truck drivers where designated washout facilities are located.
 - The contractor shall have the location of temporary concrete washout facilities approved by the resident engineer.
 - All temporary concrete washout facilities are to be inspected by the contractor after each use and all spills must be reported to the resident engineer and cleaned up immediately.
 - Concrete waste solids/liquids shall be disposed of properly.
- C. Litter Management – A proper number of dumpsters shall be provided on site to handle debris and litter associated with the project. The Contractor is responsible for ensuring his/her employees place all litter including marking paint cans, soda cans, food wrappers, wood lathe, marking ribbon, construction string, and all other construction related litter in the proper dumpsters.
- D. Vehicle and Equipment Cleaning – Vehicles and equipment are to be cleaned in designated areas only, preferably off site.
- E. Vehicle and Equipment Fueling – A variety of BMPs can be implemented during fueling of vehicles and equipment to prevent pollution. The contractor shall inform the resident engineer as to which BMPs will be used on the project. The contractor shall inform the resident engineer how (s)he will be informing his/her employees of these BMPs (i.e. signs, training, etc.). Below are a few examples of these BMPs:
 - Containment
 - Spill Prevention and Control
 - Use of Drip Pans and Absorbents
 - Automatic Shut-Off Nozzles
 - Topping Off Restrictions
 - Leak Inspection and Repair
- F. Vehicle and Equipment Maintenance – On site maintenance must be performed in accordance with all environmental laws such as proper storage and no dumping of old engine oil or other fluids on site.

VI. Failure to Comply:

Failure to comply with any provisions of this Storm Water Pollution Prevention Plan will result in the implementation of an Erosion and Sediment Control Deficiency Deduction against the contractor and/or penalties under the NPDES permit which could be passed onto the contractor.



The Resident Engineer is to make copies of this form and every contractor and sub-contractor will be required to complete their own separate form.

This certification statement is part of the Storm Water Pollution Prevention Plan for the project described below, in accordance with General NPDES Permit No. ILR10 issued by the Illinois Environmental Protection Agency.

| | | | |
|---------|-----------------------|--------------|----------------------|
| Route | <u>Andrews Drive</u> | Marked Rt. | <u>Andrews Drive</u> |
| Section | <u>99-00036-00-BR</u> | Project No. | <u>HPP-4177(001)</u> |
| County | <u>Bond</u> | Contract No. | <u>97366</u> |

I certify under penalty of law that I understand the terms of the general National Pollutant Discharge Elimination System (NPDES) permit (ILR 10) that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification. I have read and understand all of the information and requirements stated in the Storm Water Pollution Prevention Plan for the above mentioned project. I have provided all documentation required to be in compliance with the ILR10 and Storm Water Pollution Prevention Plan and will provide timely updates to these documents as necessary.

- Contractor
- Sub-Contractor

Print Name

Title

Name of Firm

Street Address

Signature

Date

Telephone

City/State/ZIP

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:

City of Greenville, Illinois

Hanson Professional Services, Inc.

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

State of Illinois
DEPARTMENT OF TRANSPORTATION
Bureau of Local Roads & Streets

SPECIAL PROVISION
FOR
FILLING HMA CORE HOLES WITH NON-SHRINK GROUT

Effective: January 1, 2008

All references to Sections and Articles in this Special Provision shall be construed to mean specific Sections and Articles in the Standard Specifications for Road and Bridge Construction adopted by the Department of Transportation.

Add the following after the first paragraph of Article 406.07(c) of the Standard Specifications:

“Upon completion of coring for density testing, all free water shall be removed from the core holes prior to filling. All core holes shall be filled with a non-shrink grout from the Department’s approved list, which shall be mixed in a separate container prior to placement in the hole. Only enough water to permit placement and consolidation by rodding shall be used, and the material shall be struck-off flush with the adjacent pavement.”

ALKALI-SILICA REACTION FOR PRECAST AND PRECAST PRESTRESSED CONCRETE (BDE)

Effective: January 1, 2009

Description. This special provision is intended to reduce the risk of a deleterious alkali-silica reaction in precast and precast prestressed 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 cast-in-place concrete.

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 | | |
| | ≤ 0.16% | > 0.16% - 0.27% | > 0.27% |
| ≤ 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.

- 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 PC concrete, precast products, and PS concrete, 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 PC Concrete, precast products, and Class PS 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.
 - 3) Ground Granulated Blast-Furnace Slag. For Class PC concrete, precast products, and Class PS concrete, ground granulated blast-furnace slag shall replace 25 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. 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 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.

80213

**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

AUTOMATED FLAGGER ASSISTANCE DEVICES (BDE)

Effective: January 1, 2008

Description. This work shall consist of furnishing and operating automated flagger assistance devices (AFADs) as part of the work zone traffic control and protection for two-lane highways where two-way traffic is maintained over one lane of pavement. Use of these devices shall be at the option of the Contractor.

Equipment. AFADs shall be according to the FHWA memorandum, "MUTCD - Revised Interim Approval for the use of Automated Flagger Assistance Devices in Temporary Traffic Control Zones (IA-4R)", dated January 28, 2005. The devices shall be mounted on a trailer or a moveable cart and shall meet the requirements of NCHRP 350, Category 4.

The AFAD shall be the Stop/Slow type. This device uses remotely controlled "STOP" and "SLOW" signs to alternately control right-of-way.

Signs for the AFAD shall be according to Article 701.03 of the Standard Specifications and the MUTCD. The signs shall be 24 x 24 in. (600 x 600 mm) having an octagon shaped "STOP" sign on one side and a diamond shaped "SLOW" sign on the opposite side. The letters on the signs shall be 8 in. (200 mm) high. If the "STOP" sign has louvers, the full sign face shall be visible at a distance of 50 ft (15 m) and greater.

The signs shall be supplemented with one of the following types of lights.

- (a) Flashing Lights. When flashing lights are used, white or red flashing lights shall be mounted within the "STOP" sign face and white or yellow flashing lights within the "SLOW" sign face.
- (b) Stop and Warning Beacons. When beacons are used, a stop beacon shall be mounted 24 in. (600 mm) or less above the "STOP" sign face and a warning beacon mounted 24 in. (600 mm) or less above, below, or to the side of the "SLOW" sign face. As an option, a Type B warning light may be used in lieu of the warning beacon.

A "WAIT ON STOP" sign shall be placed on the right hand side of the roadway at a point where drivers are expected to stop. The sign shall be 24 x 30 in. (600 x 750 mm) with a black legend and border on a white background. The letters shall be at least 6 in. (150 mm) high.

This device may include a gate arm or mast arm that descends to a horizontal position when the "STOP" sign is displayed and rises to a vertical position when the "SLOW" sign is displayed. When included, the end of the arm shall reach at least to the center of the lane being controlled. The arm shall have alternating red and white retroreflective stripes, on both sides, sloping downward at 45 degrees toward the side on which traffic will pass. The stripes shall be 6 in. (150 mm) in width and at least 2 in. (50 mm) in height.

Flagging Requirements. Flaggers and flagging requirements shall be according to Article 701.13 of the Standard Specifications and the following.

AFADs shall be placed at each end of the traffic control, where a flagger is shown on the plans. The flaggers shall be able to view the face of the AFAD and approaching traffic during operation.

To stop traffic, the "STOP" sign shall be displayed, the corresponding lights/beacon shall flash, and when included, the gate arm shall descend to a horizontal position. To permit traffic to move, the "SLOW" sign shall be displayed, the corresponding lights/beacon shall flash, and when included, the gate arm shall rise to a vertical position.

If used at night, the AFAD location shall be illuminated according to Section 701 of the Standard Specifications.

When not in use, AFADs will be considered nonoperating equipment and shall be stored according to Article 701.11 of the Standard Specifications.

Basis of Payment. This work will not be paid for separately but shall be considered as included in the cost of the various traffic control items included in the contract.

80192

BITUMINOUS MATERIALS COST ADJUSTMENTS (BDE) (RETURN FORM WITH BID)

Effective: November 2, 2006

Revised: January 2, 2007

Description. For projects with at least 1200 tons (1100 metric tons) of work involving applicable bituminous materials, cost adjustments will be made to provide additional compensation to the Contractor, or credit to the Department, for fluctuations in the cost of bituminous materials when optioned by the Contractor. The adjustments shall apply to permanent and temporary hot-mix asphalt (HMA) mixtures, bituminous surface treatments (cover and seal coats), and pavement preservation type surface treatments. The adjustments shall not apply to bituminous prime coats, tack coats, crack filling/sealing, or joint filling/sealing.

The bidder shall indicate on the attached form whether or not this special provision will be part of the contract and submit the completed form with his/her bid. Failure to submit the form, or failure to fill out the form completely, shall make this contract exempt of bituminous materials cost adjustments.

Method of Adjustment. Bituminous materials cost adjustments will be computed as follows.

$$CA = (BPI_P - BPI_L) \times (\%AC_V / 100) \times Q$$

- Where: CA = Cost Adjustment, \$.
- BPI_P = Bituminous Price Index, as published by the Department for the month the work is performed, \$/ton (\$/metric ton).
- BPI_L = Bituminous Price Index, as published by the Department for the month prior to the letting, \$/ton (\$/metric ton).
- %AC_V = Percent of virgin Asphalt Cement in the Quantity being adjusted. For HMA mixtures, the % AC_V will be determined from the adjusted job mix formula. For bituminous materials applied, a performance graded or cutback asphalt will be considered to be 100% AC_V and undiluted emulsified asphalt will be considered to be 65% AC_V.
- Q = Authorized construction Quantity, tons (metric tons) (see below).

For HMA mixtures measured in square yards: $Q, \text{ tons} = A \times D \times (G_{mb} \times 46.8) / 2000$. For HMA mixtures measured in square meters: $Q, \text{ metric tons} = A \times D \times (G_{mb} \times 24.99) / 1000$. When computing adjustments for full-depth HMA pavement, separate calculations will be made for the binder and surface courses to account for their different G_{mb} and % AC_V.

For bituminous materials measured in gallons: $Q, \text{ tons} = V \times 8.33 \text{ lb/gal} \times SG / 2000$

For bituminous materials measured in liters: $Q, \text{ metric tons} = V \times 1.0 \text{ kg/L} \times SG / 1000$

- Where: A = Area of the HMA mixture, sq yd (sq m).
- D = Depth of the HMA mixture, in. (mm).
- G_{mb} = Average bulk specific gravity of the mixture, from the approved mix design.
- V = Volume of the bituminous material, gal (L).

SG = Specific Gravity of bituminous material as shown on the bill of lading.

Basis of Payment. Bituminous materials cost adjustments may be positive or negative but will only be made when there is a difference between the BPI_L and BPI_P in excess of five percent, as calculated by:

$$\text{Percent Difference} = \{(BPI_L - BPI_P) \div BPI_L\} \times 100$$

Bituminous materials cost adjustments will be calculated for each calendar month in which applicable bituminous material is placed; and will be paid or deducted when all other contract requirements for the items of work are satisfied. The adjustments shall not apply during contract time subject to liquidated damages for completion of the entire contract.

Return With Bid

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

**OPTION FOR
BITUMINOUS MATERIALS COST ADJUSTMENTS**

The bidder shall submit this completed form with his/her bid. Failure to submit the form, or failure to fill out the form completely, shall make this contract exempt of bituminous materials cost adjustments. After award, this form, when submitted, shall become part of the contract.

Contract No.: _____

Company Name: _____

Contractor's Option:

Is your company opting to include this special provision as part of the contract?

Yes

No

Signature: _____ **Date:** _____

80173

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

CONCRETE JOINT SEALER (BDE)

Effective: January 1, 2009

Add the following to the end of the second paragraph of Article 503.19 of the Standard Specifications:

“After the surface is clean and before applying protective coat, joints being sealed according to Section 588 shall be covered with a masking tape.”

Revise Section 588 of the Standard Specifications to read:

“SECTION 588. CONCRETE JOINT SEALER

588.01 Description. This work shall consist of sealing the transverse joint in the bridge roadway slab.

588.02 Materials. Materials shall be according to the following.

| Item | Article/Section |
|---|-----------------|
| (a) Hot-Poured Joint Sealer | 1050.02 |
| (b) Preformed Flexible Foam Expansion Joint Filler..... | 1051.09 |

CONSTRUCTION REQUIREMENTS

588.03 General. The faces of all joints to be sealed shall be free of foreign matter, curing compound, oils, grease, dirt, free water, and laitance. Concrete joints to be sealed shall be free of cracked or spalled areas. Any cracked areas shall be chipped back to sound concrete before placing joint sealer.

The hot-poured joint sealer shall be placed when the air temperature in the shade is 40 °F (5 °C) or higher, unless approved by the Engineer.

A continuous length of expansion joint filler of the size designated on the plans, shall be placed in the joint opening at the depth below the finished surface of the joint shown on the plans. Hot-poured joint sealer shall be stirred during heating to prevent localized overheating. The sealing material shall be applied to each joint opening according to the details shown on the plans or as directed by the Engineer, without spilling on the exposed concrete surfaces.

All bridge joints shall be filled to 1/4 in. (6 mm) below the finished surface of the joint. This is to be interpreted to mean that the surface of the sealant shall be level and the point of its contact with the sidewalls of the joint shall be 1/4 in. (6 mm) below the finished surface of the joint.

Any sealing compound that is not bonded to the joint wall or face 24 hours after placing shall be removed and the joint shall be cleaned and resealed.

588.04 Basis of Payment. This work will not be paid for as a separate item, but shall be considered as included in the unit price bid for the major item of construction involved.”

80215

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 10 % 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.

DOWEL BARS (BDE)

Effective: April 1, 2007

Revised: January 1, 2008

Revise the fifth and sixth sentences of Article 1006.11(b) of the Standard Specifications to read:

"The bars shall be epoxy coated according to AASHTO M 284, except the thickness of the epoxy shall be 7 to 12 mils (0.18 to 0.30 mm) and patching of the ends will not be required. 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."

80178

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

HMA - HAULING ON PARTIALLY COMPLETED FULL-DEPTH PAVEMENT (BDE)

Effective: January 1, 2008

Revise Article 407.08 of the Standard Specifications to read:

“407.08 Hauling on the Partially Completed Full-Depth Pavement. Legally loaded trucks will be permitted on the partially completed full-depth HMA pavement only to deliver HMA mixture to the paver, provided the last lift has cooled a minimum of 12 hours. Hauling shall be limited to the distances shown in the following tables. The pavement surface temperature shall be measured using an infrared gun. The use of water to cool the pavement to permit hauling will not be allowed. The Contractor’s traffic pattern shall minimize hauling on the partially completed pavement and shall vary across the width of the pavement such that “tracking” of vehicles, one directly behind the other, does not occur.

| MAXIMUM HAULING DISTANCE FOR PAVEMENT SURFACE TEMPERATURE BELOW 105 °F (40 °C) | | | | |
|---|--------------------------------|-----------------------|---------------------------|------------------------|
| Total In-Place Thickness Being Hauled On, in. (mm) | Thickness of Lift Being Placed | | | |
| | 3 in. (75 mm) or less | | More than 3 in. (75 mm) | |
| | Modified Soil Subgrade | Granular Subbase | Modified Soil Subgrade | Granular Subbase |
| 3.0 to 4.0 (75 to 100) | 0.75 miles (1200 m) | 1.0 mile (1600 m) | 0.50 miles (800 m) | 0.75 miles (1200 m) |
| 4.1 to 5.0 (101 to 125) | 1.0 mile (1600 m) | 1.5 miles (2400 m) | 0.75 miles (1200 m) | 1.0 mile (1600 m) |
| 5.1 to 6.0 (126 to 150) | 2.0 miles (3200 m) | 2.5 miles (4000 m) | 1.5 miles (2400 m) | 2.0 miles (3200 m) |
| 6.1 to 8.0 (151 to 200) | 2.5 miles (4000 m) | 3.0 miles (4800 m) | 2.0 miles (3200 m) | 2.5 miles (4000 m) |
| Over 8.0 (200) | No Restrictions | | | |

| MAXIMUM HAULING DISTANCE FOR PAVEMENT SURFACE TEMPERATURE OF 105 °F (40 °C) AND ABOVE | | | | |
|--|--------------------------------|------------------------|---------------------------|------------------------|
| Total In-Place Thickness Being Hauled On, in. (mm) | Thickness of Lift Being Placed | | | |
| | 3 in. (75 mm) or less | | More than 3 in. (75 mm) | |
| | Modified Soil Subgrade | Granular Subbase | Modified Soil Subgrade | Granular Subbase |
| 3.0 to 4.0 (75 to 100) | 0.50 miles (800 m) | 0.75 miles (1200 m) | 0.25 miles (400 m) | 0.50 miles (800 m) |
| 4.1 to 5.0 (101 to 125) | 0.75 miles (1200 m) | 1.0 mile (1600 m) | 0.50 miles (800 m) | 0.75 miles (1200 m) |
| 5.1 to 6.0 (126 to 150) | 1.0 mile (1600 m) | 1.5 miles (2400 m) | 0.75 miles (1200 m) | 1.0 mile (1600 m) |
| 6.1 to 8.0 (151 to 200) | 2.0 miles (3200 m) | 2.5 miles (4000 m) | 1.5 miles (2400 m) | 2.0 miles (3200 m) |
| Over 8.0 (200) | No Restrictions | | | |

Permissive hauling on the partially completed pavement shall not relieve the Contractor of his/her responsibility for damage to the pavement. Any portion of the full-depth HMA pavement that is damaged by hauling shall be removed and replaced, or otherwise repaired to the satisfaction of the Engineer.

Crossovers used to transfer haul trucks from one roadway to the other shall be at least 1000 ft (300 m) apart and shall be constructed of material that will prevent tracking of dust or mud on the completed HMA lifts. The Contractor shall construct, maintain, and remove all crossovers."

80194

HOT-MIX ASPHALT - FIELD VOIDS IN THE MINERAL AGGREGATE (BDE)

Effective: April 1, 2007

Revised: April 1, 2008

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 | Day's production ≥ 1200 tons: | N/A | Illinois-Modified AASHTO R 35 |
| Note 5. | 1 per half day of production | | |
| | 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) | | |

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 | |
| 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 μm) | 2.0 % |
| Total Dust Content No. 200 (75 μm) ^{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 See Manual of Test Procedures for Materials |
|---|---|--|--|
| | High ESAL Mixture Low ESAL Mixture | All Other Mixtures | |
| <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 | Frequency of Tests All Other Mixtures | Test Method See Manual of Test Procedures for Materials |
|-------------------------------------|---|--|--|
| | High ESAL Mixture Low ESAL Mixture | | |
| 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

METAL HARDWARE CAST INTO CONCRETE (BDE)

Effective: April 1, 2008

Revised: November 1, 2008

Add the following to Article 503.02 of the Standard Specifications:

“(g) Metal Hardware Cast into Concrete1006.13”

Add the following to Article 504.02 of the Standard Specifications:

“(j) Metal Hardware Cast into Concrete1006.13”

Revise Article 1006.13 of the Standard Specifications to read:

“**1006.13 Metal Hardware Cast into Concrete.** All metal hardware cast into concrete, such as inserts, brackets, cable clamps, metal casings for formed holes, and other miscellaneous items, shall be steel and shall be galvanized according to AASHTO M 232 or AASHTO M 111.

The inserts shall be ferrules with loop or strut type anchorages having the following minimum certified proof load.

| Insert Diameter | Proof Load |
|-----------------|--------------------|
| 5/8 in. (16 mm) | 6600 lb (29.4 kN) |
| 3/4 in. (19 mm) | 6600 lb (29.4 kN) |
| 1 in. (25 mm) | 9240 lb (41.1 kN)” |

80203

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

ORGANIC ZINC-RICH PAINT SYSTEM (BDE)

Effective: November 1, 2001

Revised: January 1, 2008

Add the following to Section 1008 of the Standard Specifications:

"1008.05 Organic Zinc-Rich Paint System. The organic zinc-rich paint system shall consist of an organic zinc-rich primer, an epoxy or urethane intermediate coat, and aliphatic urethane finish coats. It is intended for use over blast-cleaned steel when three-coat shop applications are specified. The system is also suitable for field painting blast-cleaned existing structures.

The coating system shall be evaluated for performance through the National Transportation Product Evaluation Program (NTPEP) for Structural Steel Coatings following the requirements of AASHTO R 31, and shall meet the performance criteria listed herein. After successful NTPEP testing, the coatings shall be submitted to the Illinois Department of Transportation, Bureau of Materials and Physical Research, for qualification and acceptance testing.

(a) General Requirements.

- (1) Compatibility. Each coating in the system shall be supplied by the same paint manufacturer.
- (2) Toxicity. Each coating shall contain less than 0.01 percent lead in the dry film and no more than trace amounts of hexavalent chromium, cadmium, mercury or other toxic heavy metals.
- (3) Volatile Organics. The volatile organic compounds of each coating shall not exceed 3.5 lb/gal (420 g/L) as applied.

(b) Panel Preparation for NTPEP testing. The test panels shall be prepared according to AASHTO R 31, except for the following: Test panels shall be scribed according to ASTM D 1654 with a single "X" mark centered on the panel. The rectangular dimensions of the scribe shall have a top width of 2 in. (50 mm) and a height of 4 in. (100 mm). The scribe cut shall expose the steel substrate as verified with a microscope.

(c) Zinc-Rich Primer Requirements.

- (1) Generic Type. This material shall be an organic zinc-rich epoxy or urethane primer. It shall be suitable for topcoating with epoxies, urethanes, and acrylics.
- (2) Zinc Dust. The zinc dust pigment shall comply with ASTM D 520, Type II.
- (3) Slip Coefficient. The organic zinc coating shall meet a Class B AASHTO slip coefficient (0.50 or greater) for structural steel joints using ASTM A 325 (A 325M) or A 490 (A 490M) bolts.

- (4) Adhesion. The adhesion to an abrasively blasted steel substrate shall not be less than 900 psi (6.2 MPa) when tested according to ASTM D 4541 Annex A4.
- (5) Unit Weight. The unit weight of the mixed material shall be within 0.4 lb/gal (48 kg/cu m) of the original qualification sample unit weight when tested according to ASTM D 1475.
- (6) Percent Solids by Weight of Mixed Primer. The percent solids by weight for the mixed material shall be a minimum of 70 percent and shall not vary more than ± 2 percentage points from the percent solids by weight of the original qualification samples when tested according to ASTM D 2369.
- (7) Percent Solids by Weight of Vehicle Component. The percent solids by weight of the vehicle component shall not vary more than ± 2 percentage points from the percent solids by weight of the original qualification samples when tested according to ASTM D 2369.
- (8) Viscosity. The viscosity of the mixed material shall not vary more than ± 10 Krebs Units from the original qualification sample viscosity when tested according to ASTM D 562 at 77 °F (25 °C).
- (9) Dry Set to Touch. The mixed material when applied at 6 mils (150 microns) wet film thickness shall have a dry set to touch of 30 minutes or less when tested according to ASTM D 1640 at 77°F (25 °C).
- (10) Pot Life. After sitting eight hours at 77°F (25 °C), the mixed material shall not show curdling, gelling, gassing, or hard caking.

(d) Intermediate Coat Requirements.

- (1) Generic Type. This material shall be an epoxy or urethane. It shall be suitable as an intermediate coat over inorganic and organic zinc primers and compatible with acrylic, epoxy, and polyurethane topcoats.
- (2) Color. The color of the intermediate coat shall be white, off-white, or beige.
- (3) Unit Weight. The unit weight of the mixed material and the unit weight of the individual components shall be within 0.20 lb/gal (24 kg/cu m) of the original qualification sample unit weights when tested according to ASTM D 1475.
- (4) Percent Solids by Weight. The percent solids by weight for the mixed material shall not vary more than ± 2 percentage points from the percent solids by weight of the original qualification samples when tested according to ASTM D 2369.

- (5) Dry Time. The mixed material shall be dry to touch in two hours and dry hard in eight hours when applied at 10 mils (255 microns) wet film thickness and tested according to ASTM D 1640.
- (6) Viscosity. The viscosity of the mixed material shall not vary more than ± 10 Krebs Units from the original qualification samples when tested according to ASTM D 562 at 77 °F (25 °C).
- (7) Pot Life. After sitting two hours at 77°F (25 °C), the mixed material shall not show curdling, gelling, gassing, or hard caking.

(e) Urethane Finish Coat Requirements.

- (1) Generic Type. This material shall be an aliphatic urethane. It shall be suitable as a topcoat over epoxies and urethanes.
- (2) Color and Hiding Power. The finish coat shall match Munsell Glossy Color 7.5G 4/8 Interstate Green, 2.5YR 3/4 Reddish Brown, 10B 3/6 Blue, or 5B 7/1 Gray. The color difference shall not exceed 3.0 Hunter Delta E Units. Color difference shall be measured by instrumental comparison of the designated Munsell standard to a minimum dry film thickness of 3 mils (75 microns) of sample coating produced on a test panel according to ASTM D 823, Practice E, Hand-Held, Blade Film Application. Color measurements shall be determined on a spectrophotometer with 45 degrees circumferential/zero degrees geometry, illuminant C, and two degrees observer angle. The spectrophotometer shall measure the visible spectrum from 380-720 nanometers with a wavelength interval and spectral bandpass of 10 nanometers.
- (3) Contrast Ratio. The contrast ratio of the finish coat applied at 3 mils (75 microns) dry film thickness shall not be less than 0.99 when tested according to ASTM D 2805.
- (4) Weathering Resistance. Test panels shall be aluminum alloy measuring 12 x 4 in. (300 x 100 mm) prepared according to ASTM D 1730 Type A, Method 1 Solvent Cleaning. A minimum dry film thickness of 3 mils (75 microns) of finish coat shall be applied to three test panels according to ASTM D 823, Practice E, Hand Held Blade Film Application. The coated panels shall be cured at least 14 days at 75 °F \pm 2 °F (24 °C \pm 1 °C) and 50 \pm 5 percent relative humidity. The panels shall be subjected to 300 hours of accelerated weathering using the light and water exposure apparatus (fluorescent UV - condensation type) as specified in ASTM G 53-96 and ASTM G 154 (equipped with UVB-313 lamps). The cycle shall consist of eight hours UV exposure at 140 °F (60 °C) followed by four hours of condensation at 104 °F (40 °C). After exposure, rinse the panel with clean water; allow to dry at room temperature for one hour. The exposed panels shall not show a color change of more than 3 Hunter Delta E Units.

(5) Dry Time. The mixed material shall be dry to touch in two hours and dry hard in six hours when applied at 6 mils (150 microns) wet film thickness and tested according to ASTM D 1640.

(f) Three Coat System Requirements.

(1) Finish Coat Color. For NTPEP testing purposes, the color of the finish coat shall match the latest applicable AASHTO R 31 specified color.

(2) Salt Fog. When tested according to ASTM B 117 and evaluated according to AASHTO R 31, the paint system shall exhibit no spontaneous delamination and not exceed the following acceptance levels after scraping after 5,000 hours of salt fog exposure:

| Salt Fog Acceptance Criteria | | |
|------------------------------|---------------|---------------|
| Blister Criteria | Rust Criteria | |
| Conversion Value | Maximum Creep | Average Creep |
| 9 | 4 mm | 2 mm |

(3) Cyclic Exposure. When tested according to ASTM D 5894 and evaluated according to AASHTO R 31, the paint system shall exhibit no spontaneous delamination and not exceed the following acceptance levels after 5,000 hours of cyclic exposure:

| Cyclic Exposure Acceptance Criteria | | |
|-------------------------------------|---------------|---------------|
| Blister Criteria | Rust Criteria | |
| Conversion Value | Maximum Creep | Average Creep |
| 9 | 7 mm | 4 mm |

(4) Abrasion. The abrasion resistance shall be evaluated according to ASTM D 4060 using a Taber Abrader with a 2.20 lb (1000 gram) load and CS 17 wheels. The duration of the test shall be 1,000 cycles. The loss shall be calculated by difference and be less than 0.00049 lb (220 mgs).

(5) Adhesion. The adhesion to an abrasively blasted steel substrate shall not be less than 900 psi (6.2 MPa) when tested according to ASTM D 4541 Annex A4.

(6) Freeze Thaw Stability. There shall be no reduction of adhesion, which exceeds the test precision, after 30 days of freeze/thaw/immersion testing. One 24 hour cycle shall consist of 16 hours of approximately -22 °F (-30 °C) followed by four hours of thawing at 122 °F (50 °C) and four hours tap water immersion at 77 °F (25 °C). The test panels shall remain in the freezer mode on weekends and holidays.

(g) Sampling, Testing, Acceptance, and Certification. Sampling, testing, acceptance, and certification of the coating system shall be according to Article 1008.01."

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

PLASTIC BLOCKOUTS FOR GUARDRAIL (BDE)

Effective: November 1, 2004

Revised: January 1, 2007

Add the following to Article 630.02 of the Standard Specifications:

“(g) Plastic Blockouts (Note 1.)

Note 1. Plastic blockouts may be used in lieu of wood blockouts for steel plate beam guardrail. The plastic blockouts shall be the minimum dimensions shown on the plans and shall be on the Department’s approved list.”

80134

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

PRECAST CONCRETE HANDLING HOLES (BDE)

Effective: January 1, 2007

Add the following to Article 540.02 of the Standard Specifications:

“(g) Handling Hole Plugs..... 1042.16”

Add the following paragraph after the sixth paragraph of Article 540.06 of the Standard Specifications:

“Handling holes shall be filled with a precast concrete plug and sealed with mastic or mortar, or filled with a polyethylene plug. The plug shall not project beyond the inside surface after installation. When metal lifting inserts are used, their sockets shall be filled with mastic or mortar.”

Add the following to Article 542.02 of the Standard Specifications:

“(ee) Handling Hole Plugs 1042.16”

Revise the fifth paragraph of Article 542.04(d) of the Standard Specifications to read:

“Handling holes in concrete pipe shall be filled with a precast concrete plug and sealed with mastic or mortar; or filled with a polyethylene plug. The plug shall not project beyond the inside surface after installation.”

Add the following to Article 550.02 of the Standard Specifications:

“(o) Handling Hole Plugs..... 1042.16”

Replace the fourth sentence of the fifth paragraph of Article 550.06 of the Standard Specifications with the following:

“Handling holes in concrete pipe shall be filled with a precast concrete plug and sealed with mastic or mortar; or filled with a polyethylene plug. The plug shall not project beyond the inside surface after installation.”

Add the following to Article 602.02 of the Standard Specifications:

“(p) Handling Hole Plugs..... 1042.16(a)”

Replace the fifth sentence of the first paragraph of Article 602.07 of the Standard Specifications with the following:

“Handling holes shall be filled with a precast concrete plug and sealed with mastic or mortar. The plug shall not project beyond the inside surface after installation. When metal lifting inserts are used, their sockets shall be filled with mastic or mortar.”

Add the following to Section 1042 of the Standard Specifications:

“**1042.16 Handling Hole Plugs.** Plugs for handling holes in precast concrete products shall be as follows.

- (a) Precast Concrete Plug. The precast concrete plug shall have a tapered shape and shall have a minimum compressive strength of 3000 psi (20,700 kPa) at 28 days.
- (b) Polyethylene Plug. The polyethylene plug shall have a “mushroom” shape with a flat round top and a stem with three different size ribs. The plug shall fit snugly and cover the handling hole.

The plug shall be according to the following.

| Mechanical Properties | Test Method | Value (min.) |
|--------------------------|-------------|-----------------------|
| Flexural Modulus | ASTM D 790 | 3300 psi (22,750 kPa) |
| Tensile Strength (Break) | ASTM D 638 | 1600 psi (11,030 kPa) |
| Tensile Strength (Yield) | ASTM D 638 | 1200 psi (8270 kPa) |

| Thermal Properties | Test Method | Value (min.) |
|-----------------------|-------------|-----------------|
| Brittle Temperature | ASTM D 746 | -49 °F (-45 °C) |
| Vicat Softening Point | ASTM D 1525 | 194 °F (90 °C)” |

80171

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 |
|--|------------------------------------|--|
| CSX Transportation, Inc. 500 Water Street - J350 Jacksonville, FL 32202 | 0 | 18 @ 60 mph |
| New Structure to carry Andrew Drive over the CSX Railroad DOT/AAR No.: RR Division: | RR Mile Post: RR Sub-Division: | |
| For Freight/Passenger Information Contact: Hal Gibson For Insurance Information Contact: Donna Milton | | Phone: (904) 359-1048 Phone: (904) 359-1247 |

0

DOT/AAR No.:
RR Division:

RR Mile Post:
RR Sub-Division:

For Freight/Passenger Information Contact: Phone:
For Insurance Information Contact: 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

RECLAIMED ASPHALT PAVEMENT (RAP) (BDE)

Effective: January 1, 2007

Revised: August 1, 2007

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.

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 as listed below (i.e. "Homogeneous Surface").

Prior to milling, 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. (9.5 mm) or smaller screen. Conglomerate 3/8 RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.

(d) 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.

(e) 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. In addition to the requirements above, conglomerate 3/8 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 % |
| 1/2 in. (12.5 mm) | ± 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/} | |

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.

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, 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, 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, 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 RAP Percentage

| HMA MIXTURES ^{1/, 3/} | MAXIMUM % RAP | | |
|--------------------------------|------------------------|-----------------------|------------------|
| | Binder/Leveling Binder | Surface | Polymer Modified |
| 30 | 30 | 30 | 10 |
| 50 | 25 | 15 | 10 |
| 70 | 15 / 25 ^{2/} | 10 / 15 ^{2/} | 10 |
| 90 | 10 | 10 | 10 |
| 105 | 10 | 10 | 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 is utilized.

- 3/ When RAP exceeds 20%, the high & low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25% RAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a 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 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) Dryer 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) 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) Accumualted 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 as a percent of the total mix to the nearest 0.1 percent.
- (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) RAP weight to the nearest pound (kilogram).
- (6) Virgin asphalt binder weight to the nearest pound (kilogram).
- (7) Residual asphalt binder in the RAP 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."

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

REINFORCEMENT BARS - STORAGE AND PROTECTION (BDE)

Effective: August 1, 2008

Revise Article 508.03 of the Standard Specifications to read:

“508.03 Storage and Protection. Reinforcement bars, when delivered on the job, shall be stored off the ground using platforms, skids, or other supports; and shall be protected from mechanical injury and from deterioration by exposure. Epoxy coated bars shall be stored on wooden or padded steel cribbing and all systems for handling shall have padded contact areas. The bars or bundles shall not be dragged or dropped.

When it is necessary to store epoxy coated bars outside for more than two months, they shall be protected from sunlight, salt spray, and weather exposure. The protection shall consist of covering with opaque polyethylene sheeting or other suitable opaque material. The covering shall be secured and allow for air circulation around the bars to minimize condensation under the cover.

When placed in the work the bars shall be free from dirt, detrimental scale, paint, oil, or other foreign substances. A light coating of rust will not be considered objectionable on black bars.”

80206

RETROREFLECTIVE SHEETING, NONREFLECTIVE SHEETING, AND TRANSLUCENT OVERLAY FILM FOR HIGHWAY SIGNS (BDE)

Effective: April 1, 2007

General. This special provision covers retroreflective sheeting and translucent overlay films intended for application on new or refurbished aluminum. The sheeting serves as the reflectorized background for sign messages and as cutout legends and symbols applied to the reflectorized background. Messages may be applied in opaque black or transparent colors.

This special provision also covers nonreflective sheeting for application on new or refurbished aluminum, and as material for cutout legends and symbols applied to the reflectorized background.

All material furnished under this specification shall have been manufactured within 18 months of the delivery date. All material shall be supplied by the same manufacturer.

Retroreflective Sheeting Properties. Retroreflective sheeting shall consist of a flexible, colored, prismatic, or glass lens elements adhered to a synthetic resin, encapsulated by a flexible, transparent plastic having a smooth outer surface and shall meet the following requirements.

Only suppliers whose products have been tested and approved in the Department's periodic Sheeting Study will be eligible to supply material. All individual batches and or lots of material shall be tested and approved by the Department. The Department reserves the right to sample and test delivered materials according to Federal Specification LS-300.

- (a) Adhesive. The sheeting shall have a Class 1, pre-coated, pressure sensitive adhesive according to ASTM D 4956. The adhesive shall have a protective liner that is easily removed when tested according to ASTM D 4956. The adhesive shall be capable of being applied to new or refurbished aluminum and reflectorized backgrounds without additional adhesive.
- (b) Color. 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. Sheeting used for side by side overlay applications shall have a Hunter Lab Delta E of less than 3.
- (c) Coefficient of Retroreflection. When tested according to ASTM E 810, without averaging, the sheeting shall have a minimum coefficient of retroreflection as shown in the following tables. The brightness of the sheeting when totally wet shall be a minimum of 90 percent of the values shown when tested according to the standard rainfall test specified in Section 7.10.1 of AASHTO M 268-84.

Type A Sheeting
Minimum Coefficient of Retroreflection
candelas/foot candle/sq ft (candelas/lux/sq m) of material

Type A

| Observation Angle (deg.) | Entrance Angle (deg.) | White | Yellow | Orange | Red | Green | Blue | Brown |
|--------------------------|-----------------------|-------|--------|--------|-----|-------|------|-------|
| 0.2 | -4 | 250 | 170 | 100 | 45 | 45 | 20 | 12 |
| 0.2 | +30 | 150 | 100 | 60 | 25 | 25 | 12 | 8.5 |
| 0.5 | -4 | 95 | 65 | 30 | 15 | 15 | 8 | 5 |
| 0.5 | +30 | 75 | 50 | 25 | 10 | 10 | 5 | 3.5 |

Type AA Sheeting
 Minimum Coefficient of Retroreflection
 candelas/foot candle/sq ft (candelas/lux/sq m) of material

Type AA (0 and 90 degree rotation)

| Observation Angle (deg.) | Entrance Angle (deg.) | White | Yellow | Red | Green | Blue | FO |
|--------------------------|-----------------------|-------|--------|-----|-------|------|-----|
| 0.2 | -4 | 800 | 660 | 215 | 80 | 43 | 200 |
| 0.2 | +30 | 400 | 340 | 100 | 35 | 20 | 120 |
| 0.5 | -4 | 200 | 160 | 45 | 20 | 9.8 | 80 |
| 0.5 | +30 | 100 | 85 | 26 | 10 | 5.0 | 50 |

Type AA (45 degree rotation)

| Observation Angle (deg.) | Entrance Angle (deg.) | Yellow | FO |
|--------------------------|-----------------------|--------|-----|
| 0.2 | -4 | 550 | 165 |
| 0.2 | +30 | 130 | 45 |
| 0.5 | -4 | 145 | 70 |
| 0.5 | +30 | 70 | 40 |

Type AP Sheeting
 Minimum Coefficient of Retroreflection
 candelas/foot candle/sq ft (candelas/lux/sq m) of material

Type AP

| Observation Angle (deg.) | Entrance Angle (deg.) | White | Yellow | Red | Green | Blue | Brown | FO |
|--------------------------|-----------------------|-------|--------|-----|-------|------|-------|-----|
| 0.2 | -4 | 550 | 425 | 100 | 75 | 50 | 30 | 275 |
| 0.2 | +30 | 200 | 150 | 40 | 35 | 25 | 15 | 90 |
| 0.5 | -4 | 300 | 250 | 60 | 35 | 25 | 20 | 150 |
| 0.5 | +30 | 100 | 70 | 20 | 20 | 10 | 5 | 50 |

Type AZ Sheeting
Minimum Coefficient of Retroreflection
candelas/foot candle/sq ft (candelas/lux/sq m) of material

Type AZ (0 degree rotation)

| Observation Angle (deg.) | Entrance Angle (deg.) | White | Yellow | Red | Green | Blue | FYG | FY |
|--------------------------|-----------------------|-------|--------|-----|-------|------|-----|-----|
| 0.2 | -4 | 430 | 350 | 110 | 45 | 20 | 325 | 240 |
| 0.2 | +30 | 235 | 140 | 60 | 24 | 11 | 200 | 150 |
| 0.5 | -4 | 250 | 200 | 60 | 25 | 10 | 235 | 165 |
| 0.5 | +30 | 170 | 135 | 40 | 19 | 7 | 105 | 75 |
| 1.0 | -4 | 70 | 45 | 10 | 10 | 4 | 70 | 30 |
| 1.0 | +30 | 30 | 20 | 7 | 5 | 2.5 | 45 | 15 |

Type AZ (90 degree rotation)

| Observation Angle (deg.) | Entrance Angle (deg.) | White | Yellow | Red | Green | Blue | FYG | FY |
|--------------------------|-----------------------|-------|--------|-----|-------|------|-----|-----|
| 0.2 | -4 | 320 | 250 | 100 | 45 | 20 | 300 | 220 |
| 0.2 | +30 | 235 | 140 | 40 | 24 | 11 | 200 | 150 |
| 0.5 | -4 | 240 | 200 | 60 | 25 | 10 | 235 | 165 |
| 0.5 | +30 | 100 | 85 | 20 | 10 | 7 | 80 | 75 |
| 1.0 | -4 | 30 | 30 | 7 | 5 | 4 | 65 | 20 |
| 1.0 | +30 | 15 | 15 | 5 | 2 | 2 | 30 | 10 |

- (d) Gloss. The sheeting surface shall exhibit a minimum 85 degree gloss-meter rating of 50 when tested according to ASTM D 523.
- (e) Durability. When processed and applied, the sheeting shall be weather resistant.

Accelerated weathering testing will be performed for 1000 hours (300 hours for orange/FO) according to ASTM G 151. The testing cycle will consist of 8 hours of light at 140 °F (60 °C), followed by 4 hours of condensation at 104 °F (40 °C). Following accelerated weathering, the sheeting shall exhibit a minimum of 80 percent of its initial minimum coefficient of retroreflection as listed in the previous tables.

Outdoor weathering will entail an annual evaluation of material placed in an outdoor rack with a 45 degree angle and a southern sun exposure. The sheeting will be evaluated for five years. Following weathering, the test specimens will be cleaned by immersing them in a five percent hydrochloric acid solution for 45 seconds, then rinsed with water and blotted dry with a soft clean cloth. Following cleaning, the applied sheeting shall show no appreciable discoloration, cracking, streaking, crazing, blistering, or dimensional change. The sheeting shall exhibit a Hunter Lab Delta E of 5 or less when compared to the original.

- (f) Shrinkage. When tested according to ASTM D 4956, the sheeting shall not shrink in any dimension more than 1/32 in. (0.8 mm) in ten minutes and not more than 1/8 in. (3 mm) in 24 hours.
- (g) Workability. The sheeting shall show no cracking, scaling, pitting, blistering, edge lifting, inter-film splitting, curling, or discoloration when processed and applied using mutually acceptable processing and application procedures.
- (h) Splices. A single roll of sheeting shall contain a maximum of four splices per 50 yd (45 m) length. The sheeting shall be overlapped a minimum of 3/16 in. (5 mm) at each splice.
- (i) Adhesive Bond. The sheeting shall form a durable bond to smooth, corrosion and weather-resistant surfaces and adhere securely when tested according to ASTM D 4956.
- (j) Positionability. Sheeting, with ASTM D 4956 Class 3 adhesive, used for manufacturing cutout legends and borders shall provide sufficient positionability during the fabrication process to permit removal and reapplication without damage to either the legend or sign background and shall have a plastic liner suitable for use on bed cutting machines. Thereafter, all other adhesive and bond requirements contained in the specification shall apply.

Positionability shall be verified by cutting 4 in. (100 mm) letters E, I, K, M, S, W, and Y out of the positionable material. The letters shall then be applied to a sheeted aluminum blank using a single pass of a two pound roller. The letters shall sit for five minutes and then a putty knife shall be used to lift a corner. The thumb and fore finger shall be used to slowly pull the lifted corner to lift letters away from the sheeted aluminum. The letters shall not tear or distort when removed.

- (k) Thickness. The thickness of the sheeting without the protective liner shall be less than or equal to 0.015 in. (0.4 mm), or 0.025 in. (0.6 mm) for prismatic material.
- (l) Processing. The sheeting shall permit cutting and color processing according to the sheeting manufacturer's specifications at temperatures of 60 to 100 °F (15 to 38 °C) and within a relative humidity range of 20 to 80 percent. The sheeting shall be heat resistant and permit forced curing without staining the applied or unapplied sheeting at temperatures recommended by the manufacturer. The sheeting shall be solvent resistant and capable of being cleaned with VM&P naphtha, mineral spirits, and turpentine.

Transparent color and opaque black inks shall be single component and low odor. The inks shall dry within eight hours and not require clear coating. After color processing on white sheeting, the sheeting shall show no appreciable discoloration, cracking, streaking, crazing, blistering, or dimensional change when tested for durability (e). The ink on the weathered, prepared panel shall exhibit a Hunter Lab Delta E of 5 or less when compared to the original.

Transparent color electronic cutting films shall be acrylic. After application to white sheeting, the films shall show no appreciable discoloration, cracking, streaking, crazing, blistering, or dimensional change when tested for durability (e). The films on the weathered, prepared panel shall exhibit a Hunter Lab Delta E of 5 or less when compared to the original.

Transparent colors screened, or transparent acrylic electronic cutting films, on white sheeting, shall have a minimum initial coefficient of retroreflection values of 50 percent for yellow and red, and a minimum 70 percent for green, blue, and brown of the 0.2 degree observation angle/-4.0 degree entrance angle values as listed in the previous tables for the color being applied. After durability testing, the colors shall retain a minimum 80 percent of the initial coefficient of retroreflection.

- (m) Identification. The sheeting shall have a distinctive overall pattern in the sheeting unique to the manufacturer. If material orientation is required for optimum retroreflectivity, permanent orientation marks shall be incorporated into the face of the sheeting. Neither the overall pattern nor the orientation marks shall interfere with the reflectivity of the sheeting.
- (n) Packaging. Both ends of each box shall be clearly labeled with the sheeting type, color, adhesive type, manufacturer's lot number, date of manufacture, and supplier's name. Material Safety Data Sheets and technical bulletins for all materials shall be furnished to the Department with each shipment.

Nonreflective Sheeting Properties. Nonreflective sheeting shall consist of a flexible, pigmented cast vinyl film having a smooth, flat outer surface and shall meet the following requirements.

The Department reserves the right to sample and test delivered materials according to Federal Specification LS-300.

- (a) Adhesive. The sheeting shall have a Class 1, pre-coated, pressure sensitive adhesive according to ASTM D 4956. The adhesive shall have a protective liner that is easily removed when tested according to ASTM D 4956. The adhesive shall be capable of being applied to new or refurbished aluminum and reflectorized backgrounds without additional adhesive.
- (b) Color. The sheeting shall be uniform in color and devoid of streaks throughout the length of each roll.
- (c) Gloss. The sheeting shall exhibit a minimum 85 degree gloss-meter rating of 40 when tested according to ASTM D 523.
- (d) Durability. Applied sheeting that has been vertically exposed to the elements for seven years shall show no appreciable discoloration, cracking, crazing, blistering, delamination, or loss of adhesion. A slight amount of chalking is permitted but the sheeting shall not support fungus growth.

(e) Testing. Test panels shall be prepared by applying the sheeting to 6 1/2 x 6 1/2 in. (165 x 165 mm) pieces of aluminum according to the manufacturer's specifications. The edges of the panel shall be trimmed evenly and aged 48 hours at 70 to 90 °F (21 to 32 °C). Shrinkage and immersion testing shall be as follows.

- (1) Shrinkage. The sheeting shall not shrink more than 1/64 in. (0.4 mm) from any panel edge when subjected to a temperature of 150 °F (66 °C) for 48 hours and shall be sufficiently heat resistant to retain adhesion after one week at 150 °F (66 °C).
- (2) Immersion Testing. The sheeting shall show no appreciable decrease in adhesion, color, or general appearance when examined one hour after being immersed to a depth of 2 or 3 in. (50 or 75 mm) in the following solutions at 70 to 90 °F (21 to 32 °C) for specified times.

| Solution | Immersion Time (hours) |
|--|------------------------|
| Reference Fuel (M I L-F-8799A) (15 parts xylol and 85 parts mineral spirits by weight) | 1 |
| Distilled Water | 24 |
| SAE No. 20 Motor Oil | 24 |
| Antifreeze (1/2 ethylene glycol, 1/2 distilled water) | 24 |

- (f) Adhesive Bond: The sheeting shall form a durable bond to smooth, corrosion and weather-resistant surfaces and adhere securely when tested according to ASTM D 4956.
- (g) Thickness. The thickness of the sheeting without the protective liner shall be a maximum of 0.005 in. (0.13 mm).
- (h) Cutting. Material used on bed cutting machines shall have a smooth plastic liner.
- (i) Identification. The sheeting shall have a distinctive overall pattern in the sheeting unique to the manufacturer. If material orientation is required for optimum retroreflectivity, permanent orientation marks shall be incorporated into the face of the sheeting. Neither the overall pattern nor the orientation marks shall interfere with the reflectivity of the sheeting.
- (j) Packaging. Both ends of each box shall be clearly labeled with the sheeting type, color, adhesive type, manufacturer's lot number, date of manufacture, and supplier's name. Material Safety Data Sheets and technical bulletins for all materials shall be furnished to the Department with each shipment.

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) |
| | Fulfs 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:

| Variety of Seeds | Hard Seed % Max. | Purity % Min. | Pure Live Seed % Min. | Weed % Max. | Secondary * Noxious Weeds No. per oz (kg) Max. Permitted | Notes |
|-----------------------------|---------------------|------------------|--------------------------|----------------|---|-------|
| 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

SELF-CONSOLIDATING CONCRETE FOR PRECAST PRODUCTS (BDE)

Effective: July 1, 2004

Revised: January 1, 2007

Definition. Self-consolidating concrete is a flowable mixture that does not require mechanical vibration for consolidation.

Usage. Self-consolidating concrete may be used for precast concrete products.

Materials. Materials shall be according to Section 1021 of the Standard Specifications.

Mix Design Criteria. The mix design criteria shall be as follows:

- (a) The minimum 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).
- (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 of Article 1020.04 of the Standard Specifications 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.

Placing and Consolidating. The maximum distance of horizontal flow from the point of deposit shall be 25 ft (7.6 m), unless approved otherwise by the Engineer.

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.

Mix Design Approval. The Contractor shall obtain mix design approval according to the Department's Policy Memorandum "Quality Control/Quality Assurance Program for Precast Concrete Products".

80132

SIGN PANELS AND SIGN PANEL OVERLAYS (BDE)

Effective: November 1, 2008

Description. This work shall consist of furnishing, fabricating, and installing sign panels and/or sign panel overlays. Work shall be according to Sections 720 and 721 of the Standard Specifications, except as modified herein.

Materials. Type AP and AZ sheeting shall meet the requirements of the special provision, "Retroreflective Sheeting, Nonreflective Sheeting, and Translucent Overlay Film for Highway Signs". Type ZZ sheeting shall meet the requirements of the special provision, "Type ZZ Retroreflective Sheeting, Nonreflective Sheeting, and Translucent Overlay Film for Highway Signs".

The sheeting for the background, legend, border, shields, and symbols shall be provided by the same manufacturer.

CONSTRUCTION REQUIREMENTS

Fabrication. Signs shall be fabricated according to the current Bureau of Operations Policy Memorandum, "Fabrication of Highway Signs", the MUTCD, the FHWA Standard Highway Signs manual, the Illinois standard highway signs, and as shown on the plans.

Signs shall be fabricated such that the material for the background, legend, border, shields, and symbols is applied in the preferred orientation for the maximum retroreflectivity per the manufacturer's recommendation. The nesting of legend, border, shields, or symbols will not be permitted.

80212

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 COST ADJUSTMENT (BDE) (RETURN FORM WITH BID)

Effective: April 2, 2004

Revised: April 1, 2007

Description. Steel cost adjustments will be made to provide additional compensation to the Contractor, or a credit to the Department, for fluctuations in steel prices when optioned by the Contractor. The bidder shall indicate on the attached form whether or not this special provision will be part of the contract and submit the completed form with his/her bid. Failure to submit the form, or failure to fill out the form completely, shall make this contract exempt of steel cost adjustments.

Types of Steel Products. An adjustment will be made for fluctuations in the cost of steel used in the manufacture of the following items:

- Metal Piling (excluding temporary sheet piling)
- Structural Steel
- Reinforcing Steel

Other steel materials such as dowel bars, tie bars, mesh reinforcement, guardrail, steel traffic signal and light poles, towers and mast arms, metal railings (excluding wire fence), frames and grates, and other miscellaneous items will be subject to a steel cost adjustment when the pay item they are used in has a contract value of \$10,000 or greater.

Documentation. Sufficient documentation shall be furnished to the Engineer to verify the following:

- (a) Evidence that increased or decreased steel costs have been passed on to the Contractor.
- (b) The dates and quantity of steel, in lb (kg), shipped from the mill to the fabricator.
- (c) The quantity of steel, in lb (kg), incorporated into the various items of work covered by this special provision. The Department reserves the right to verify submitted quantities.

Method of Adjustment. Steel cost adjustments will be computed as follows:

$$SCA = Q \times D$$

Where: SCA = steel cost adjustment, in dollars

Q = quantity of steel incorporated into the work, in lb (kg)

D = price factor, in dollars per lb (kg)

$$D = CBP_M - CBP_L$$

Where: CBP_M = The average of the Consumer Buying Price indices for Shredded Auto Scrap (Chicago) and No. 1 Heavy Melt (Chicago) as published by the American Metal Market (AMM) for the day the steel is shipped from the mill. The indices will be converted from dollars per ton to dollars per lb (kg).

CBP_L = The average of the Consumer Buying Price indices for Shredded Auto Scrap (Chicago) and No. 1 Heavy Melt (Chicago) as published by the AMM for the day the contract is let. The indices will be converted from dollars per ton to dollars per lb (kg).

The unit weights (masses) of steel that will be used to calculate the steel cost adjustment for the various items are shown in the attached table.

No steel cost adjustment will be made for any products manufactured from steel having a mill shipping date prior to the letting date.

If the Contractor fails to provide the required documentation, the method of adjustment will be calculated as described above; however, the CBP_M will be based on the date the steel arrives at the job site. In this case, an adjustment will only be made when there is a decrease in steel costs.

Basis of Payment. Steel cost adjustments may be positive or negative but will only be made when there is a difference between the CBP_L and CBP_M in excess of five percent, as calculated by:

$$\text{Percent Difference} = \{(CBP_L - CBP_M) \div CBP_L\} \times 100$$

Steel cost adjustments will be calculated by the Engineer and will be paid or deducted when all other contract requirements for the items of work are satisfied. Adjustments will only be made for fluctuations in the cost of the steel as described herein. No adjustment will be made for changes in the cost of manufacturing, fabrication, shipping, storage, etc.

The adjustments shall not apply during contract time subject to liquidated damages for completion of the entire contract.

Attachment

| Item | Unit Mass (Weight) |
|--|--------------------------------|
| Metal Piling (excluding temporary sheet piling) | |
| Furnishing Metal Pile Shells 12 in. (305 mm), 0.179 in. (3.80 mm) wall thickness | 23 lb/ft (34 kg/m) |
| Furnishing Metal Pile Shells 12 in. (305 mm), 0.250 in. (6.35 mm) wall thickness | 32 lb/ft (48 kg/m) |
| Furnishing Metal Pile Shells 14 in. (356 mm), 0.250 in. (6.35 mm) wall thickness | 37 lb/ft (55 kg/m) |
| Other piling | See plans |
| Structural Steel | See plans for weights (masses) |
| Reinforcing Steel | See plans for weights (masses) |
| Dowel Bars and Tie Bars | 6 lb (3 kg) each |
| Mesh Reinforcement | 63 lb/100 sq ft (310 kg/sq m) |
| Guardrail | |
| Steel Plate Beam Guardrail, Type A w/steel posts | 20 lb/ft (30 kg/m) |
| Steel Plate Beam Guardrail, Type B w/steel posts | 30 lb/ft (45 kg/m) |
| Steel Plate Beam Guardrail, Types A and B w/wood posts | 8 lb/ft (12 kg/m) |
| Steel Plate Beam Guardrail, Type 2 | 305 lb (140 kg) each |
| Steel Plate Beam Guardrail, Type 6 | 1260 lb (570 kg) each |
| Traffic Barrier Terminal, Type 1 Special (Tangent) | 730 lb (330 kg) each |
| Traffic Barrier Terminal, Type 1 Special (Flared) | 410 lb (185 kg) each |
| Steel Traffic Signal and Light Poles, Towers and Mast Arms | |
| Traffic Signal Post | 11 lb/ft (16 kg/m) |
| Light Pole, Tenon Mount and Twin Mount, 30 - 40 ft (9 - 12 m) | 14 lb/ft (21 kg/m) |
| Light Pole, Tenon Mount and Twin Mount, 45 - 55 ft (13.5 - 16.5 m) | 21 lb/ft (31 kg/m) |
| Light Pole w/Mast Arm, 30 - 50 ft (9 - 15.2 m) | 13 lb/ft (19 kg/m) |
| Light Pole w/Mast Arm, 55 - 60 ft (16.5 - 18 m) | 19 lb/ft (28 kg/m) |
| Light Tower w/Luminaire Mount, 80 - 110 ft (24 - 33.5 m) | 31 lb/ft (46 kg/m) |
| Light Tower w/Luminaire Mount, 120 - 140 ft (36.5 - 42.5 m) | 65 lb/ft (97 kg/m) |
| Light Tower w/Luminaire Mount, 150 - 160 ft (45.5 - 48.5 m) | 80 lb/ft (119 kg/m) |
| Metal Railings (excluding wire fence) | |
| Steel Railing, Type SM | 64 lb/ft (95 kg/m) |
| Steel Railing, Type S-1 | 39 lb/ft (58 kg/m) |
| Steel Railing, Type T-1 | 53 lb/ft (79 kg/m) |
| Steel Bridge Rail | 52 lb/ft (77 kg/m) |
| Frames and Grates | |
| Frame | 250 lb (115 kg) |
| Lids and Grates | 150 lb (70 kg) |

Return With Bid

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

**OPTION FOR
STEEL COST ADJUSTMENT**

The bidder shall submit this completed form with his/her bid. Failure to submit the form, or failure to fill out the form completely, shall make this contract exempt of steel cost adjustments. After award, this form, when submitted shall become part of the contract.

Contract No.: _____

Company Name: _____

Contractor's Option:

Is your company opting to include this special provision as part of the contract plans?

Yes

No

Signature: _____ **Date:** _____

80127

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 μ m)."

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

THERMOPLASTIC PAVEMENT MARKINGS (BDE)

Effective: January 1, 2007

Revise Article 1095.01(a)(2) of the Standard Specifications to read:

"(2) Pigment. The pigment used for the white thermoplastic compound shall be a high-grade pure (minimum 93 percent) titanium dioxide (TiO_2). The white pigment content shall be a minimum of ten percent by weight and shall be uniformly distributed throughout the thermoplastic compound.

The pigments used for the yellow thermoplastic compound shall not contain any hazardous materials listed in the Environmental Protection Agency Code of Federal Regulations (CFR) 40, Section 261.24, Table 1. The combined total of RCRA listed heavy metals shall not exceed 100 ppm when tested by X-ray fluorescence spectroscopy. The pigments shall also be heat resistant, UV stable and color-fast yellows, golds, and oranges, which shall produce a compound which shall match Federal Standard 595 Color No. 33538. The pigment shall be uniformly distributed throughout the thermoplastic compound."

Revise Article 1095.01(b)(1)e. of the Standard Specifications to read:

"e. Daylight Reflectance and Color. The thermoplastic compound after heating for four hours \pm five minutes at 425 ± 3 °F (218.3 ± 2 °C) and cooled at 77 °F (25 °C) shall meet the following requirements for daylight reflectance and color, when tested, using a color spectrophotometer with 45 degree circumferential/zero degree geometry, illuminant C, and two degree observer angle. The color instrument shall measure the visible spectrum from 380 to 720 nm with a wavelength measurement interval and spectral bandpass of 10 nm.

White: Daylight Reflectance75 percent min.

*Yellow: Daylight Reflectance45 percent min.

*Shall meet the coordinates of the following color tolerance chart.

| | | | | |
|---|-------|-------|-------|--------|
| x | 0.490 | 0.475 | 0.485 | 0.530 |
| y | 0.470 | 0.438 | 0.425 | 0.456" |

Revise Article 1095.01(b)(1)k. of the Standard Specifications to read:

"k. Accelerated Weathering. After heating the thermoplastic for four hours \pm five minutes at 425 ± 3 °F (218.3 ± 2 °C) the thermoplastic shall be applied to a steel wool abraded aluminum alloy panel (Federal Test Std. No. 141, Method 2013) at a film thickness of 30 mils (0.70 mm) and allowed to cool for 24 hours at room temperature. The coated panel shall be subjected to accelerated weathering

using the light and water exposure apparatus (fluorescent UV - condensation type) for 75 hours according to ASTM G 53 (equipped with UVB-313 lamps).

The cycle shall consist of four hours UV exposure at 122 °F (50 °C) followed by four hours of condensation at 104 °F (40 °C). UVB 313 bulbs shall be used. At the end of the exposure period, the panel shall not exceed 10 Hunter Lab Delta E units from the original material."

80176

VARIABLY SPACED TINING (BDE)

Effective: August 1, 2005
 Revised: January 1, 2007

Revise the first sentence of the third paragraph of Article 420.09(e)(1) of the Standard Specifications to read:

“The metal comb shall consist of a single line of tempered spring steel tines variably spaced as shown in the table below and securely mounted in a suitable head.”

Revise the fifth sentence of the third paragraph of Article 420.09(e)(1) of the Standard Specifications to read:

“The tining device shall be operated so as to produce a pattern of grooves, 1/8 to 3/16 in. (3 to 5 mm) deep and 1/10 to 1/8 in. (2.5 to 3.2 mm) wide across the pavement. The tining device shall be operated at a 1:6 skew across the pavement for facilities with a posted speed limit of 55 mph or greater. The tining pattern shall not overlap or leave gaps between successive passes.”

Add the following table after the third paragraph of Article 420.09(e)(1) of the Standard Specifications:

| “Center to Center Spacings of Metal Comb Tines in. (mm) (read spacings left to right) | | | | |
|--|--------------|--------------|--------------|--------------|
| 1 5/16 (34) | 1 7/16 (36) | 1 7/8 (47) | 2 1/8 (54) | 1 7/8 (48) |
| 1 11/16 (43) | 1 1/4 (32) | 1 1/4 (31) | 1 1/16 (27) | 1 7/16 (36) |
| 1 1/8 (29) | 1 13/16 (46) | 13/16 (21) | 1 11/16 (43) | 7/8 (23) |
| 1 5/8 (42) | 2 1/16 (52) | 15/16 (24) | 11/16 (18) | 1 1/8 (28) |
| 1 9/16 (40) | 1 5/16 (34) | 1 1/16 (27) | 1 (26) | 1 (25) |
| 1 1/16 (27) | 13/16 (20) | 1 7/16 (37) | 1 1/2 (38) | 2 1/16 (52) |
| 2 (51) | 1 3/4 (45) | 1 7/16 (37) | 1 11/16 (43) | 2 1/16 (53) |
| 1 1/16 (27) | 1 7/16 (37) | 1 5/8 (42) | 1 5/8 (41) | 1 1/8 (29) |
| 1 11/16 (43) | 1 3/4 (45) | 1 3/4 (44) | 1 3/16 (30) | 1 7/16 (37) |
| 1 5/16 (33) | 1 9/16 (40) | 1 1/8 (28) | 1 1/4 (31) | 1 15/16 (50) |
| 1 5/16 (34) | 1 3/4 (45) | 13/16 (20) | 1 3/4 (45) | 1 15/16 (50) |
| 2 1/16 (53) | 2 (51) | 1 1/8 (29) | 1 (25) | 11/16 (18) |
| 2 1/16 (53) | 11/16 (18) | 1 1/2 (38) | 2 (51) | 1 9/16 (40) |
| 11/16 (17) | 1 15/16 (49) | 1 15/16 (50) | 1 9/16 (39) | 2 (51) |
| 1 7/16 (36) | 1 7/16 (36) | 1 1/2 (38) | 1 13/16 (46) | 1 1/8 (29) |
| 1 1/2 (38) | 1 15/16 (50) | 15/16 (24) | 1 5/16 (33)” | |

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within 190 working days.

80071

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 μ m) sieve is 60 percent, and the maximum material passing the #200 (75 μ m) 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 μ m) 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.

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

| | Page |
|--|------|
| I. General | 1 |
| II. Nondiscrimination | 1 |
| III. Nonsegregated Facilities | 3 |
| IV. Payment of Predetermined Minimum Wage..... | 3 |
| V. Statements and Payrolls | 5 |
| VI. Record of Materials, Supplies, and Labor..... | 6 |
| VII. Subletting or Assigning the Contract..... | 6 |
| VIII. Safety: Accident Prevention | 7 |
| IX. False Statements Concerning Highway Projects..... | 7 |
| X. Implementation of Clean Air Act and Federal Water Pollution Control Act | 7 |
| XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion | 8 |
| XII. Certification Regarding Use of Contract Funds for Lobbying | 9 |

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 parole, supervised release, or probation.

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 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 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 advise 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.

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 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 submitting payroll copies of 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, 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 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 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.

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.

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 be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**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.