

**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 downloading and/or ordering CD-ROM's and are 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, signed and notarized, "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 bidder check IDOT's website <http://www.dot.il.gov/desenv/delett.html> before submitting final bid information.

**IDOT is not responsible for any e-mail related failures.**

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

Technical Questions about downloading these files may be directed to Tim Garman (217)524-1642 or [garmantr@dot.il.gov](mailto:garmantr@dot.il.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?**

<b>Questions Regarding</b>	<b>Call</b>
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
Electronic plans and proposals	(217)524-1642

**ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS**

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

# 109

RETURN WITH BID

Proposal Submitted By
Name
Address
City

Letting March 9, 2007

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. 85399  
WINNEBAGO County  
Section 02-00518-00-BR (Rockford)  
Route FAP 525 (Harrison Avenue)  
Project ACBRF-525(106)  
District 2 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

F

Checked by

(Printed by authority of the State of Illinois)

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## INSTRUCTIONS

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

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

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

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

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

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### WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

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

RETURN WITH BID



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of \_\_\_\_\_  
\_\_\_\_\_

Taxpayer Identification Number (Mandatory) \_\_\_\_\_

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

**Contract No. 85399  
WINNEBAGO County  
Section 02-00518-00-BR (Rockford)  
Project ACBRF-525(106)  
Route FAP 525 (Harrison Avenue)  
District 2 Construction Funds**

**Improvement consists of the removal and replacement of both the existing seven span steel beam bridges and the construction of two new five span continuous composite steel beam bridges carrying Harrison Avenue over the Union Pacific and Chicago, Central Railroads, widen and raise roadway embankment, new HMA pavement, slopewalls, bridge lighting, storm sewers, curb and gutter, sidewalks, concrete median and all incidental work located in the City of Rockford.**

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**

3. **ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER.** The undersigned further declares that he/she has carefully examined the proposal, plans, specifications, form of contract and contract bond, and special provisions, and that he/she has inspected in detail the site of the proposed work, and that he/she has familiarized themselves with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this proposal he/she waives all right to plead any misunderstanding regarding the same.
  
4. **EXECUTION OF CONTRACT AND CONTRACT BOND.** The undersigned further agrees to execute a contract for this work and present the same to the department within fifteen (15) days after the contract has been mailed to him/her. The undersigned further agrees that he/she and his/her surety will execute and present within fifteen (15) days after the contract has been mailed to him/her contract bond satisfactory to and in the form prescribed by the Department of Transportation, in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.
  
5. **PROPOSAL GUARANTY.** Accompanying this proposal is either a bid bond on the department form, executed by a corporate surety company satisfactory to the department, or a proposal guaranty check consisting of a bank cashier's check or a properly certified check for not less than 5 per cent of the amount bid or for the amount specified in the following schedule:

<u>Amount of Bid</u>		<u>Proposal Guaranty</u>		<u>Amount of Bid</u>		<u>Proposal Guaranty</u>	
Up to	\$5,000 .....	\$150		\$2,000,000	to	\$3,000,000 .....	\$100,000
\$5,000	to \$10,000 .....	\$300		\$3,000,000	to	\$5,000,000 .....	\$150,000
\$10,000	to \$50,000 .....	\$1,000		\$5,000,000	to	\$7,500,000 .....	\$250,000
\$50,000	to \$100,000 .....	\$3,000		\$7,500,000	to	\$10,000,000 .....	\$400,000
\$100,000	to \$150,000 .....	\$5,000		\$10,000,000	to	\$15,000,000 .....	\$500,000
\$150,000	to \$250,000 .....	\$7,500		\$15,000,000	to	\$20,000,000 .....	\$600,000
\$250,000	to \$500,000 .....	\$12,500		\$20,000,000	to	\$25,000,000 .....	\$700,000
\$500,000	to \$1,000,000 .....	\$25,000		\$25,000,000	to	\$30,000,000 .....	\$800,000
\$1,000,000	to \$1,500,000 .....	\$50,000		\$30,000,000	to	\$35,000,000 .....	\$900,000
\$1,500,000	to \$2,000,000 .....	\$75,000		over		\$35,000,000 .....	\$1,000,000

Bank cashier's checks or properly certified checks accompanying proposals shall be made payable to the Treasurer, State of Illinois, when the state is awarding authority; the county treasurer, when a county is the awarding authority; or the city, village, or town treasurer, when a city, village, or town is the awarding authority.

If a combination bid is submitted, the proposal guaranties which accompany the individual proposals making up the combination will be considered as also covering the combination bid.

The amount of the proposal guaranty check is \_\_\_\_\_ \$( \_\_\_\_\_ ). If this proposal is accepted and the undersigned shall fail to execute a contract bond as required herein, it is hereby agreed that the amount of the proposal guaranty shall become the property of the State of Illinois, and shall be considered as payment of damages due to delay and other causes suffered by the State because of the failure to execute said contract and contract bond; otherwise, the bid bond shall become void or the proposal guaranty check shall be returned to the undersigned.

**Attach Cashier's Check or Certified Check Here**

In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual proposal. If the guaranty check is placed in another proposal, state below where it may be found.

The proposal guaranty check will be found in the proposal for:

Item \_\_\_\_\_

Section No. \_\_\_\_\_

County \_\_\_\_\_

**Mark the proposal cover sheet as to the type of proposal guaranty submitted.**

BD 354 (Rev. 11/2001)

**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-92-081-05  
 PPS NBR - 2-16040-0000

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT NUMBER - 85399

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 RUN DATE - 02/01/07  
 RUN TIME - 183256

COUNTY NAME	CODE	DIST	SECTION NUMBER	PROJECT NUMBER	ROUTE
WINNEBAGO	201	02	02-00518-00-BR (ROCKFORD)	ACBRF-0525/106/000	FAP 525

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
XX000968	INLETS T700	EACH	9.000 X				
XX004339	BIKEPATH APP GDRL ADJ	FOOT	56.000 X				
XX006577	LUM PS MH 400W	EACH	14.000 X				
XX006578	LUM PS MH 150W	EACH	6.000 X				
XX006623	MULCH METHOD 3 SPL	ACRE	3.100 X				
XX006819	CONTRACT R.O.E AGMT	L SUN	1.000 X				
XX006820	SIDEWALK APP GDRL ADJ	FOOT	56.000 X				
XX006821	CONC TRUCK WASHOUT	L SUM	1.000 X				
X0323437	CON FLX MET WP 2	EACH	4.000 X				
X0325642	HLMR BRG GUID EXP 300	EACH	11.000 X				
X0712400	TEMP PAVEMENT	SQ YD	1,510.000 X				
X5020301	STR EX PROT P BENT N1	EACH	1.000 X				
X5020302	STR EX PROT P BENT N2	EACH	1.000 X				
X5020303	STR EX PROT P BENT N3	EACH	1.000 X				
X5020304	STR EX PROT P BENT N4	EACH	1.000 X				

FAP 525  
 02-00518-00-BR (ROCKFORD)  
 WINNEBAGO

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT NUMBER - 85399

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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
X5020305	STR EX PROT P BENT N5	EACH	1.000 X				
X5020306	STR EX PROT P BENT N6	EACH	1.000 X				
X5051401	F&E STRUCT STL BR N1	L SUM	1.000 X				
X5051402	F&E STRUCT STL BR N2	L SUM	1.000 X				
X5121800	PERM STEEL SHT PILING	SQ FT	342.000 X				
X6065701	CONC MED TSM4.06	SQ FT	418.000 X				
X6310195	TBT T1 SPL TANG MOD	EACH	2.000 X				
Z0013798	CONSTRUCTION LAYOUT	L SUM	1.000 X				
Z0018800	DRAINAGE SYSTEM	L SUM	1.000 X				
Z0030250	IMP ATTN TEMP NRD TL3	EACH	1.000 X				
Z0030350	IMP ATTN REL NRD TL3	EACH	1.000 X				
Z0048665	RR PROT LIABILITY INS	L SUM	1.000 X				
Z0076600	TRAINEES	hour	1,500.000 X	0.80		1,200.00	
20100110	TREE REMOV 6-15	UNIT	250.000 X				
20100500	TREE REMOV ACRES	ACRE	2.000 X				

FAP 525  
 02-00518-00-BR (ROCKFORD)  
 WINNEBAGO

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT NUMBER - 85399

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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
20400100	BORROW EXCAV	CU YD	4,946.000 X				
20700220	POROUS GRAN EMBANK	CU YD	420.000 X				
20800150	TRENCH BACKFILL	CU YD	402.000 X				
21101615	TOPSOIL F & P 4	SQ YD	14,800.000 X				
25000100	SEEDING CL 1	ACRE	1.100 X				
25000200	SEEDING CL 2	ACRE	2.000 X				
25000400	NITROGEN FERT NUTR	POUND	279.000 X				
25000500	PHOSPHORUS FERT NUTR	POUND	279.000 X				
25000600	POTASSIUM FERT NUTR	POUND	279.000 X				
25100630	EROSION CONTR BLANKET	SQ YD	5,793.000 X				
28000250	TEMP EROS CONTR SEED	POUND	150.000 X				
28000300	TEMP DITCH CHECKS	EACH	1.000 X				
28000400	PERIMETER EROS BAR	FOOT	1,500.000 X				
28000500	INLET & PIPE PROTECT	EACH	14.000 X				
31100700	SUB GRAN MAT A 8	SQ YD	6,206.000 X				

FAP 525  
 02-00518-00-BR (ROCKFORD)  
 WINNEBAGO

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT NUMBER - 85399

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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
31101200	SUB GRAN MAT B 4	SQ YD	6,206.000 X	=			
35101400	AGG BASE CSE B	TON	212.000 X	=			
35101600	AGG BASE CSE B 4	SQ YD	423.000 X	=			
35200600	EARTH EXC	CU YD	7,118.000 X	=			
40201000	AGGREGATE-TEMP ACCESS	TON	161.000 X	=			
40600100	BIT MATLS PR CT	GALLON	374.000 X	=			
40600990	TEMPORARY RAMP	SQ YD	28.000 X	=			
40701951	HMA PAVT FD 13 1/2	SQ YD	4,988.000 X	=			
42001165	BR APPR PAVT	SQ YD	228.000 X	=			
42300200	PCC DRIVEWAY PAVT 6	SQ YD	228.000 X	=			
42400100	PC CONC SIDEWALK 4	SQ FT	3,804.000 X	=			
42400800	DETECTABLE WARNINGS	SQ FT	35.000 X	=			
44000100	PAVEMENT REM	SQ YD	5,588.000 X	=			
44000200	DRIVE PAVEMENT REM	SQ YD	434.000 X	=			
44000500	COMB CURB GUTTER REM	FOOT	5,151.000 X	=			

FAP 525  
 02-00518-00-BR (ROCKFORD)  
 WINNEBAGO

ILLINOIS DEPARTMENT OF TRANSPORTATION  
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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
44000600	SIDEWALK REM	SQ FT	3,118.000 X	=			
44003100	MEDIAN REMOVAL	SQ FT	20,035.000 X	=			
50100300	REM EXIST STRUCT N1	EACH	1.000 X	=			
50100400	REM EXIST STRUCT N2	EACH	1.000 X	=			
50104650	SLOPE WALL REMOV	SQ YD	305.000 X	=			
50157300	PROTECTIVE SHIELD	SQ YD	2,153.000 X	=			
50200100	STRUCTURE EXCAVATION	CU YD	3,908.000 X	=			
50300100	FLOOR DRAINS	EACH	8.000 X	=			
50300225	CONC STRUCT	CU YD	1,769.600 X	=			
50300255	CONC SUP-STR	CU YD	1,097.200 X	=			
50300260	BR DECK GROOVING	SQ YD	2,410.000 X	=			
50300280	CONCRETE ENCASEMENT	CU YD	16.300 X	=			
50300300	PROTECTIVE COAT	SQ YD	5,141.000 X	=			
50500505	STUD SHEAR CONNECTORS	EACH	10,472.000 X	=			
50800205	REINF BARS, EPOXY CTD	POUND	507,220.000 X	=			

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
50800515	BAR SPLICERS	EACH	2,262.000 X				
50900805	PEDESTRIAN RAIL	FOOT	878.000 X				
50901735	BR FEN RAIL (SDWALK)	FOOT	884.000 X				
50901750	PARAPET RAILING	FOOT	950.000 X				
51100500	BIT CT AG SLOPEWALL 6	SQ YD	1,610.000 X				
51201600	FUR STL PILE HP12X53	FOOT	5,302.000 X				
51202305	DRIVING PILES	FOOT	5,302.000 X				
51203600	TEST PILE ST HP12X53	EACH	12.000 X				
51204650	PILE SHOES	EACH	210.000 X				
51500100	NAME PLATES	EACH	2.000 X				
52000340	NEOPRENE EXPAN JT 4	FOOT	235.000 X				
52100010	ELAST BEARING ASSY T1	EACH	11.000 X				
52100020	ELAST BEARING ASSY T2	EACH	33.000 X				
52100520	ANCHOR BOLTS 1	EACH	88.000 X				
52100530	ANCHOR BOLTS 1 1/4	EACH	44.000 X				

FAP 525  
 02-00518-00-BR (ROCKFORD)  
 WINNEBAGO

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT NUMBER - 85399

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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
52100540	ANCHOR BOLTS 1 1/2	EACH	44.000 X				
54213669	PRC FLAR END SEC 24	EACH	2.000 X				
550A0340	STORM SEW CL A 2 12	FOOT	611.000 X				
550A0360	STORM SEW CL A 2 15	FOOT	68.000 X				
550A0410	STORM SEW CL A 2 24	FOOT	382.000 X				
55100500	STORM SEWER REM 12	FOOT	202.000 X				
58700300	CONCRETE SEALER	SQ FT	781.000 X				
60218400	MAN TA 4 DIA T1F CL	EACH	4.000 X				
60246541	INLET BOX SPL N1	EACH	3.000 X				
60500060	REMOV INLETS	EACH	4.000 X				
60500070	REMOV MAN - MAIN FLOW	EACH	1.000 X				
60500090	REM INLET- MAIN FLOW	EACH	2.000 X				
60603500	COMB CC&G TB6.06	FOOT	1,180.000 X				
60603800	COMB CC&G TB6.12	FOOT	1,656.000 X				
60604400	COMB CC&G TB6.18	FOOT	118.000 X				

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
60605000	COMB CC&G TB6.24	FOOT	1,585.000 X				
60610100	COMB CC&G TM6.18 MOD	FOOT	212.000 X				
60618300	CONC MEDIAN SURF 4	SQ FT	17,680.000 X				
63000000	SPBGR TY A	FOOT	403.000 X				
63000015	SPBGR TY D	FOOT	349.000 X				
63100070	TRAF BAR TERM T5	EACH	2.000 X				
63100085	TRAF BAR TERM T6	EACH	2.000 X				
63100167	TR BAR TRM T1 SPL TAN	EACH	2.000 X				
63100215	TRAF BAR TERM T6 SPL	EACH	2.000 X				
63200600	SPBGR REM SINGLE RAIL	FOOT	639.000 X				
66700205	PERM SURV MKRS T1	EACH	2.000 X				
67000400	ENGR FIELD OFFICE A	CAL MO	17.000 X				
67100100	MOBILIZATION	L SUM	1.000 X				
70103700	TRAF CONT COMPL	L SUM	1.000 X				
70106800	CHANGEABLE MESSAGE SN	CAL MO	4.000 X				

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
70300210	TEMP PVT MK LTR & SYM	SQ FT	1,703.000 X				
70300220	TEMP PVT MK LINE 4	FOOT	43,756.000 X				
70300280	TEMP PVT MK LINE 24	FOOT	364.000 X				
70301000	WORK ZONE PAVT MK REM	SQ FT	4,369.000 X				
70400100	TEMP CONC BARRIER	FOOT	1,003.000 X				
70400200	REL TEMP CONC BARRIER	FOOT	399.000 X				
78000100	THPL PVT MK LTR & SYM	SQ FT	62.000 X				
78000200	THPL PVT MK LINE 4	FOOT	3,557.000 X				
78000500	THPL PVT MK LINE 8	FOOT	184.000 X				
78001110	PAINT PVT MK LINE 4	FOOT	1,204.000 X				
78201000	TERMINAL MARKER - DA	EACH	4.000 X				
78300105	PAVT MARKING REMOVAL	FOOT	5,000.000 X				
81012600	CON T 2 PVC	FOOT	1,800.000 X				
81200230	CON EMB STR 2 PVC	FOOT	845.000 X				
81300800	JUN BX SS AS 18X12X6	EACH	4.000 X				

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
81900200	TR & BKFIL F ELECT WK	FOOT	1,800.000 X		=		
83008400	LT P A 40MH 10MA	EACH	14.000 X		=		
83600100	LIGHT POLE FDN	EACH	8.000 X		=		
				TOTAL \$			

NOTE:

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

## RETURN WITH BID

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

#### I. GENERAL

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

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

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

#### II. ASSURANCES

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

##### B. Felons

1. The Illinois Procurement Code provides:

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

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

##### C. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

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

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

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

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

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

The current salary of the Governor is \$150,700.00. Sixty percent of the salary is \$90,420.00.

## 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.

**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 provides:

Section 50-60(c).

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**

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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.

**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 sign the following certification statement indicating that the information previously submitted by the bidder is, as of the date of signature, current and accurate. The Certification must be signed and dated by a person who is authorized to execute contracts for the bidding company. Before signing this certification, the bidder should carefully review its prior submissions to ensure the Certification is correct. If the Bidder signs 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)

\_\_\_\_\_  
Name of Authorized Representative (type or print)

\_\_\_\_\_  
Title of Authorized Representative (type or print)

\_\_\_\_\_  
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 \$90,420.00? YES \_\_\_ NO \_\_\_
3. Does anyone in your organization receive more than \$90,420.00 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 \$90,420.00? 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. It must be signed by an individual who is authorized to execute contracts for the bidding entity. *Note: Signing the NOT APPLICABLE STATEMENT on Form A does not allow the bidder to ignore Form B. Form B must be completed, signed 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 signature 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:

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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 \$90,420.00 (60% of the Governor's salary as of 7/1/01). **(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 \$90,420.00, (60% of the Governor's salary as of 7/1/01) 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 \$90,420.00, (60% of the Governor's salary as of 7/1/01) 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 \$90,420.00, (60% of the Governor's salary as of 7/1/01) 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 \$90,420.00, (60% of the Governor's salary as of 7/1/01) 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 \$90,420.00, (60% of the salary of the Governor as of 7/1/01) 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 \$90,420.00, (60% of the Governor's salary as of 7/1/01) 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: \_\_\_\_\_  
Name of Authorized Representative (type or print)

Completed by: \_\_\_\_\_  
Title of Authorized Representative (type or print)

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.**

\_\_\_\_\_  
Name of Authorized Representative (type or print)

\_\_\_\_\_  
Title of Authorized Representative (type or print)

\_\_\_\_\_  
Signature of Authorized Representative Date \_\_\_\_\_

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 SIGNED**

_____	
Name of Authorized Representative (type or print)	
_____	
Title of Authorized Representative (type or print)	
_____	_____
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. 85399  
WINNEBAGO County  
Section 02-00518-00-BR (Rockford)  
Project ACBRF-525(106)  
Route FAP 525 (Harrison Avenue)  
District 2 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. 85399  
WINNEBAGO County  
Section 02-00518-00-BR (Rockford)  
Project ACBRF-525(106)  
Route FAP 525 (Harrison Avenue)  
District 2 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

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 SURETY
(Company Name)
By: (Signature & Title) By: (Signature of Attorney-in-Fact)

Notary Certification for Principal and Surety

STATE OF ILLINOIS,
COUNTY OF

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

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

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

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

My commission expires Notary Public

In lieu of completing the above section of the Proposal Bid Form, the Principal may file an Electronic Bid Bond. By signing 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. 85399**  
**WINNEBAGO County**  
**Section 02-00518-00-BR (Rockford)**  
**Project ACBRF-525(106)**  
**Route FAP 525 (Harrison Avenue)**  
**District 2 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 9, 2007. 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. 85399  
WINNEBAGO County  
Section 02-00518-00-BR (Rockford)  
Project ACBRF-525(106)  
Route FAP 525 (Harrison Avenue)  
District 2 Construction Funds**

**Improvement consists of the removal and replacement of both the existing seven span steel beam bridges and the construction of two new five span continuous composite steel beam bridges carrying Harrison Avenue over the Union Pacific and Chicago, Central Railroads, widen and raise roadway embankment, new HMA pavement, sloped walls, bridge lighting, storm sewers, curb and gutter, sidewalks, concrete median and all incidental work located in the City of Rockford.**

- 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

Timothy W. Martin, Secretary

BD 351 (Rev. 01/2003)

INDEX  
FOR  
SUPPLEMENTAL SPECIFICATIONS  
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2007

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

SUPPLEMENTAL SPECIFICATIONS

Std. Spec. Sec.

Page No.

No Supplemental Specifications this year.

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LR SD 12	"Slab Movement Detection Device" (Eff. 11-1-84) (Rev. 1-1-07).....	
LR SD 13	"Required Cold Milled Surface Texture" (Eff. 11-1-87) (Rev. 1-1-07).....	
LR SD 631	"Traffic Barrier Terminal Type 5A" (Eff. 1-1-07). Developed to keep the Traffic Barrier Terminal Type 5A as an option for local agencies. ....	
LR 102	"Protests on Local Lettings" (Eff. 1-1-07). Developed to allow local agencies to adopt the department's interested party protest procedures outlined in Title 44 of the IL Administrative Code. ....	
LR 105	"Cooperation with Utilities" (Eff 1/1/99) (Rev 1/1/07). Formerly issued as LRS 1 and was reissued as an LR Contract Special Provision based on industry concerns discussed at the Joint Coop. ....	
LR 107-1	"Nationwide Permit No. 14" (Eff. 2-1-04) (Rev. 3-1-05). Developed to outline the necessary requirements to comply with No. 14 permits. ....	
LR 107-2	"Railroad Protective Liability Insurance for Local Lettings" (Eff. 3-1-05) (Rev 1-1-06). Developed to require insurance policies to be submitted to the letting agency rather than the department. ....	
LR 107-3	"Disadvantaged Business Enterprise Participation" (Eff. 1-1-07). Developed to require DBE utilization plans to be submitted to the local agency. ....	
LR 108	"Combination Bids (Eff. 1-1-94) (Rev. 3-1-05). Developed to allow the revision of working days and calendar days. Revised to incorporate applicable portions of deleted Sections 102 & 103. ....	
LR 109	"Contract Claims" (Eff. 1-1-02) (Rev. 5-1-02). Developed to assist local agencies in handling contract claims. ...	
LR 212	"Shaping Roadway" (Eff. 8-1-69) (Rev. 1-1-02). ....	
LR 355-1	"Asphalt Stabilized Base Course, Road Mix or Traveling Plant Mix" (Eff. 10-1-73) (Rev. 1-1-07) .....	
LR 355-2	"Asphalt Stabilized Base Course, Plant Mix" (Eff. 2-20-63) (Rev. 1-1-07) .....	
LR 400	"Bituminous Treated Earth Surface (Eff. 1-1-07). Developed since Section 401 was eliminated from the 2007 Standard Specifications. ....	
LR 402	"Salt Stabilized Surface Course" (Eff. 2-20-63) (Rev. 1-1-07) .....	
LR 403-2	Bituminous Hot Mix Sand Seal Coat" (Eff. 8-1-69) (Rev. 1-1-07) .....	
LR 420	"PCC Pavement (Special)" (Eff. 5-12-64) (Rev. 1-1-07). Developed to allow local agencies to construct quality PCC pavements for low volume roads. ....	
LR 442	"Bituminous Patching Mixtures for Maintenance Use" (Eff 1-1-04). Developed to reference approved bituminous patching mixtures. ....	
LR 451	"Crack Filling Bituminous Pavement with Fiber-Asphalt" (Eff. 10-1-91) (Rev. 1-1-07) .....	
LR 503-1	"Furnishing Class SI Concrete" (Eff. 10-1-73) (Rev. 1-1-02) .....	
LR 503-2	"Furnishing Class SI Concrete (Short Load)" (Eff. 1-1-89) (Rev. 1-1-02). Developed to allow a load charge to be added when short loads are expected during the contract. ....	
LR 542	"Pipe Culverts, Type _____ (Furnished)" (Eff. 9-1-64) (Rev. 1-1-07) .....	
LR 663	"Calcium Chloride Applied" (Eff. 6-1-58) (Rev. 1-1-07) .....	
LR 702	X "Construction and Maintenance Signs" (Eff 1-1-04) (Rev 1-1-07). Developed to require florescent orange sheeting and a minimum sign size of 48" X 48" on construction and maintenance signs. ....	107
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LR 1013	"Rock Salt (Sodium Chloride)" (Eff. 8-1-69) (Rev. 1-1-02) .....	
LR 1032-1	"Penetrating Emulsions" (Eff. 1-1-07). Developed to combine Penetrating Emulsified Asphalt and Penetrating Emulsified Prime into a single special provision. ....	
LR 1032-2	"Multigrade Cold Mix Asphalt" (Eff. 1-1-07). Developed to provide the material specification for Multigrade cold mix asphalt. ....	
LR 1102	"Road Mix or Traveling Plan Mix Equipment" (Eff. 1-1-07). Developed to replace road mix and traveling plant mix bituminous equipment that was eliminated from the Standard Specifications. ....	

BDE SPECIAL PROVISIONS  
For the January 19 and March 9, 2007 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
80108		Asbestos Bearing Pad Removal	Nov. 1, 2003	
* 72541		Asbestos Waterproofing Membrane and Asbestos Hot-Mix Asphalt Surface Removal (NOTE: This special provision was previously named "Asbestos Waterproofing Membrane and Asbestos Bituminous Concrete Surface Removal".)	June 1, 1989	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	108	X Cement	Jan. 1, 2007	
* 80029	111	X Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Jan. 1, 2007
* 80167		Electrical Service Installation – Traffic Signals	Jan. 1, 2007	
* 80168	119	X Errata for the 2007 Standard Specifications	Jan. 1, 2007	
* 80169		High Tension Cable Median Barrier	Jan. 1, 2007	
* 80142	121	X Hot-Mix Asphalt Equipment, Spreading and Finishing Machine (NOTE: This special provision was previously named "Bituminous Equipment, Spreading and Finishing Machine".)	Jan. 1, 2005	Jan. 1, 2007
* 80136		Hot-Mix Asphalt Mixture IL-4.75 (NOTE: This special provision was previously named "Superpave Bituminous Concrete Mixture IL-4.75".)	Nov. 1, 2004	Jan. 1, 2007
* 80109		Impact Attenuators	Nov. 1, 2003	Jan. 1, 2007
* 80110	122	X Impact Attenuators, Temporary	Nov. 1, 2003	Jan. 1, 2007
* 80045		Material Transfer Device	June 15, 1999	Jan. 1, 2007
* 80165		Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2007
80082		Multilane Pavement Patching	Nov. 1, 2002	
* 80129		Notched Wedge Longitudinal Joint	July 1, 2004	Jan. 1, 2007
* 80069	124	X Organic Zinc-Rich Paint System	Nov. 1, 2001	Jan. 1, 2007
80022	128	X Payments to Subcontractors	June 1, 2000	Jan. 1, 2006
80148		Planting Woody Plants	Jan. 1, 2006	
* 80134		Plastic Blockouts for Guardrail	Nov. 1, 2004	Jan. 1, 2007
* 80119		Polyurea Pavement Marking	April 1, 2004	Jan. 1, 2007
* 80170	130	X Portland Cement Concrete Plants	Jan. 1, 2007	
* 80171		Precast Handling Holes	Jan. 1, 2007	
80015		Public Convenience and Safety	Jan. 1, 2000	
34261		Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157	132	X Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
* 80172	134	X Reclaimed Asphalt Pavement (RAP)	Jan. 1, 2007	Jan. 2, 2007
* 80160		Reflective Crack Control Treatment	April 1, 2006	Jan. 1, 2007
* 80151	139	X Reinforcement Bars	Nov. 1, 2005	Jan. 1, 2007
* 80164		Removal and Disposal of Regulated Substances	Aug. 1, 2006	Jan. 1, 2007
* 80131	141	X Seeding (NOTE: This special provision was previously named "Seeding and Sodding".)	July 1, 2004	Jan. 1, 2007
* 80152	143	X Self-Consolidating Concrete for Cast-In-Place Construction	Nov. 1, 2005	Jan. 1, 2007
* 80132	148	X Self-Consolidating Concrete for Precast Products	July 1, 2004	Jan. 1, 2007

File Name	Pg#		Special Provision Title	Effective	Revised
* 80127	150	X	Steel Cost Adjustment	April 2, 2004	Jan 1, 2007
* 80153	154	X	Steel Plate Beam Guardrail	Nov. 1, 2005	Jan 1, 2007
80143	155	X	Subcontractor Mobilization Payments	April 2, 2005	
* 80075			Surface Testing of Pavements	April 1, 2002	Jan 1, 2007
* 80087	156	X	Temporary Erosion Control	Nov. 1, 2002	Jan 1, 2007
* 80161			Traffic Signal Grounding	April 1, 2006	Jan 1, 2007
20338	157	X	Training Special Provisions	Oct. 15, 1975	
* 80154			Turf Reinforcement Mat	Nov. 1, 2005	Jan 1, 2007
* 80162			Uninterruptable Power Supply (UPS)	April 1, 2006	Jan 1, 2007
* 80149			Variable Spaced Timing	Aug 1, 2005	Jan 1, 2007
* 80163			Water Blaster with Vacuum Recovery	April 1, 2006	Jan 1, 2007
80071	160	X	Working Days	Jan. 1, 2002	

The following special provisions have been **deleted** from use:

80139 Portland Cement This special provision is now covered in a BMPR Policy Memorandum "Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants".

80120 Precast, Prestressed Concrete Members This special provision is now in BMPR's "Manual for Fabrication of Precast Prestressed Concrete Products".

80145 Suspension of Slipformed Parapets This special provision is no longer required.

The following special provisions are either in the 2007 Standard Specifications or the 2007 Recurring Special Provisions:

File Name	Special Provision Title	New Location	Effective	Revised
80156	Aggregate Shipping Tickets	Articles 1003.01(f), 1004.01(f) & 1005.01(d)	Jan. 1, 2006	
80128	Authority of Railroad Engineer	Article 105.02	July 1, 2004	
80065	Bituminous Base Course/Widening Superpave	Sections 355, 356, 1030 & 1102	April 1, 2002	Aug. 1, 2005
80050	Bituminous Concrete Surface Course	Article 406.13(b)	April 1, 2001	April 1, 2003
80066	Bridge Deck Construction	Sections 503, 1004, 1020 & 1103	April 1, 2002	April 1, 2004
80118	Butt Joints	Article 406.08	April 1, 2004	April 1, 2005
80031	Calcium Chloride Accelerator for Portland Cement Concrete Patching	Recurring # 28	Jan. 1, 2001	
80077	Chair Supports	Article 421.04(a)	Nov. 1, 2002	Nov. 2, 2002
80051	Coarse Aggregate for Trench Backfill, Backfill and Bedding	Sections 208, 542, 550, 1003 & 1004	April 1, 2001	Nov. 1, 2003
80094	Concrete Admixtures	Article 1020.05(b) & Section 1021	Jan. 1, 2003	July 1, 2004
80112	Concrete Barrier	Section 637	Jan. 1, 2004	April 2, 2004
80102	Corrugated Metal Pipe Culverts	Articles 542.04(d), 1006.01(a)(4) & 1006.03(d)	Aug. 1, 2003	July 1, 2004
80114	Curing and Protection of Concrete Construction	Sections 503, 1020 & 1022	Jan. 1, 2004	Nov. 1, 2005
80146	Detectable Warnings	Section 424	Aug. 1, 2005	
80144	Elastomeric Bearings	Section 1083	April 1, 2005	
31578	Epoxy Coating on Reinforcement	Sections 420, 483 & 606	April 1, 1997	Jan. 1, 2003
80041	Epoxy Pavement Marking	Article 1095.04	Jan. 1, 2001	Aug. 1, 2003
80055	Erosion and Sediment Control Deficiency Deduction	Article 105.03(a)	Aug. 1, 2001	Nov. 1, 2001
80103	Expansion Joints	Article 420.05(d)	Aug. 1, 2003	

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
80101	Flagger Vests	Article 701.13	April 1, 2003	Jan. 1, 2006
80079	Freeze-Thaw Rating	Article 1004.02(f)	Nov. 1, 2002	
80072	Furnished Excavation	Section 204	Aug. 1, 2002	Nov. 1, 2004
80054	Hand Vibrator	Article 1103.17(a)	Nov. 1, 2003	
80147	Illuminated Sign	Sections 801, 891 & 1084	Aug. 1, 2005	
80104	Inlet Filters	Section 280 & Article 1081.15(h)	Aug. 1, 2003	
80080	Insertion Lining of Pipe Culverts	Section 543 & Article 1040.04	Nov. 1, 2002	Aug. 1, 2003
80150	Light Emitting Diode (LED) Pedestrian Signal Head	Sections 801, 881, & 1078	Nov. 1, 2005	April 1, 2006
80067	Light Emitting Diode (LED) Signal Head	Sections 801, 880 & 1078	April 1, 2002	Nov. 1, 2005
80081	Lime Gradation Requirements	Article 1012.03	Nov. 1, 2002	
80133	Lime Stabilized Soil Mixture	Section 310	Nov. 1, 2004	April 1, 2006
80158	Manholes	Article 1042.10	April 1, 2006	
80137	Minimum Lane Width with Lane Closure	Article 701.06	Jan. 1, 2005	
80138	Mulching Seeded Areas	Section 251 & Article 1081.06(a)(4)	Jan. 1, 2005	
80116	Partial Payments	Article 109.07	Sept. 1, 2003	
80013	Pavement and Shoulder Resurfacing	Recurring # 14	Feb. 1, 2000	July 1, 2004
53600	Pavement Thickness Determination for Payment	Articles 407.03, 407.10, 420.03, 420.15 & 421.04	April 1, 1999	Jan. 1, 2004
80155	Payrolls and Payroll Records	Recurring #1 & #5	Aug. 10, 2005	
80130	Personal Protective Equipment	Article 701.12	July 1, 2004	
80073	Polymer Modified Emulsified Asphalt	Article 1032.06	Nov. 1, 2002	
80124	Portable Changeable Message Signs	Articles 701.15(j), 701.20(h) & 1106.02(j)	Nov. 1, 1993	April 2, 2004
80083	Portland Cement Concrete	Articles 1103.01 & 1103.02	Nov. 1, 2002	
80036	Portland Cement Concrete Patching	Sections 442, 701, 1013 & 1020	Jan. 1, 2001	Jan. 1, 2004
419	Precast Concrete Products	Sections 540, 1020 & 1042	July 1, 1999	Nov. 1, 2004
80084	Preformed Recycled Rubber Joint Filler	Articles 503.02, 637.02 & 1051.10	Nov. 1, 2002	
80121	PVC Pipeliner	Recurring # 18	April 1, 2004	April 1, 2005
80159	Railroad Flaggers	Article 107.12	April 1, 2006	
80122	Railroad, Full-Actuated Controller and Cabinet	Articles 857.04, 1073.01(c)(2) & 1074.03(a)(5)e.	April 1, 2004	
80105	Raised Reflective Pavement Markers (Bridge)	Articles 781.03(a), 781.05 & 1096.01(b)	Aug. 1, 2003	
80011	RAP for Use in Bituminous Concrete Mixtures	Sections 1030 & 1031	Jan. 1, 2000	April 1, 2002
80032	Remove and Re-Erect Steel Plate Beam Guardrail and Traffic Barrier Terminals	Section 633	Jan. 1, 2001	Jan. 1, 2005
80085	Sealing Abandoned Water Wells	Section 672	Nov. 1, 2002	
80096	Shoulder Rumble Strips	Section 642	Jan. 1, 2003	
80140	Shoulder Stabilization at Guardrail	Article 630.06	Jan. 1, 2005	
80135	Soil Modification	Section 302	Nov. 1, 2004	April 1, 2006
80070	Stabilized Subbase and Bituminous Shoulders Superpave	Sections 312, 482, 1030 & 1102	April 1, 2002	Aug. 1, 2005
80086	Subgrade Preparation	Section 301	Nov. 1, 2002	
80010	Superpave Bituminous Concrete Mixtures	Sections 406, 407 & 1030	Jan. 1, 2000	April 1, 2004
80039	Superpave Bituminous Concrete Mixtures (Low ESAL)	Sections 406, 407 & 1030	Jan. 1, 2001	April 1, 2004
80092	Temporary Concrete Barrier	Section 704	Oct. 1, 2002	Nov. 1, 2003
80008	Temporary Module Glare Screen System	Recurring # 22	Jan. 1, 2000	

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
80106	Temporary Portable Bridge Traffic Signals	Recurring # 23	Aug. 1, 2003	
80098	Traffic Barrier Terminals	Section 631	Jan. 1, 2003	
57291	Traffic Control Deficiency Deduction	Article 105.03(b)	April 1, 1992	Jan. 1, 2005
80107	Transient Voltage Surge Suppression	Article 1074.03(a)(4)	Aug. 1, 2003	
80123	Truck Bed Release Agent	Article 1030.08	April 1, 2004	
80048	Weight Control Deficiency Deduction	Article 109.01	April 1, 2001	Aug. 1, 2002
80090	Work Zone Public Information Signs	Recurring # 24	Sept. 1, 2002	Jan. 1, 2005
80125	Work Zone Speed Limit Signs	Article 701.14(b)	April 2, 2004	Jan. 1, 2006
80126	Work Zone Traffic Control	Articles 701.19 & 701.20	April 2, 2004	Nov. 1, 2005
80097	Work Zone Traffic Control Devices	Section 701 & Article 1106.02	Jan. 1, 2003	Nov. 1, 2004

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

## **SPECIAL PROVISIONS**

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2007, the latest edition of the "Illinois Manual for Uniform Traffic Control Devices for Streets and Highways", and the "Standard Specifications for Traffic Control Items," in effect on the date of invitation for bids, and the "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet included herein which apply to and govern the construction of FAP Route 0525 (Harrison Avenue), Project BRF-525(106), Section 02-00518-00-BR, in Rockford, Winnebago County, Illinois, and in case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and shall govern.

### **LOCATION OF PROJECT**

Harrison Avenue (FAP Route 0525) over the Union Pacific Railroad (UPRR) and Chicago, Central and Pacific Railroad (CC&PRR) in Rockford, Winnebago County, Illinois, between Twenty-Second (22<sup>nd</sup>) Street to the west and Ohio Parkway to the east.

Section 02-00518-00-BR; Contract Number 85399.

### **DESCRIPTION OF WORK**

The work under this contract consists of the removal of both existing seven span steel beam bridges and the construction of two new five span continuous composite steel beam bridges carrying Harrison Avenue (FAP Route 0525) over the Union Pacific Railroad and Chicago, Central and Pacific Railroad. The work includes construction of widened and raised roadway embankments, bituminous concrete pavement, bituminous coated aggregate slopewalls, bridge lighting, bridge approach pavement, storm sewer, combination concrete curb and gutter, concrete sidewalk, concrete median, pavement markings, topsoil, seeding, guardrail and all incidental and collateral work required to complete the project as shown on the plans and as described herein. Harrison Avenue will not be closed during construction. Traffic will be maintained utilizing traffic cross-overs as indicated in the plans.

### **COMPLETION DATE**

A completion date, as defined in Article 108.05 (a) of the Standard Specifications, will be utilized for this project. Additionally, an interim completion date will also be utilized for Stage 2. All work required to be completed during Stage 2, which generally consists of removal and replacement of the existing bridge that carries westbound traffic, the closure of the intersection of 25<sup>th</sup> Street and Harrison Avenue, construction of the cul-de-sac at the end of 25<sup>th</sup> Street, and all other work required to divert all traffic onto the northern lanes of Harrison Avenue, shall be completed by 3:30 PM local

time on Thursday, July 3, 2008. Construction of the work included in Stage 3 may begin immediately thereafter.

All work included in this contract, including removal of all traffic control devices and signage, completion of the punchlist, and opening Harrison Avenue to through traffic, shall be completed by 3:30 PM local time on Friday, August 28, 2009.

### **MAINTENANCE OF LOCAL TRAFFIC**

The Contractor shall notify the Engineer, the City of Rockford, City of Rockford emergency response agencies (i.e. fire, ambulance, and police), Rockford School District, including school bus companies, and the Illinois Department of Transportation (District 2 Bureau of Project Implementation) regarding any changes in traffic control at least 14 calendar days prior to the change. This notification also applies to the initial start of work on this contract.

The Contractor shall submit a maintenance of local traffic plan to the Engineer at the preconstruction meeting indicating how local residential and business access will be maintained. It will show locations to be completely closed, including written documentation that the resident(s) or business owner(s) have been informed of the closure, and those to be constructed utilizing applicable IDOT Highway Standards. This traffic plan shall be approved by the Engineer and the City prior to its implementation.

The Contractor shall also be responsible for providing a weekly update, in the form of a press release or other form acceptable to the Engineer and the City, describing the work being performed on the project and the updated dates of upcoming project milestones. This update shall be furnished to the City, the Engineer, the Illinois Department of Transportation (District 2 Bureau of Project Implementation), and all local television, print, and radio media.

This work will not be measured for payment, but shall be considered incidental to TRAFFIC CONTROL COMPLETE.

### **SEQUENCE OF WORK**

In order to allow construction of the project while minimizing the inconvenience to the motoring public, the construction of this project will be staged. The project will consist of four distinct stages of construction. The stages are generally described below.

Stage 1 will consist of:

- Closing the inside lanes of traffic in each direction to allow the removal of a portion of the existing raised concrete median and construction of temporary pavement at each end of the

project. This will allow traffic to be diverted to one side of the road to facilitate removal and replacement of each bridge one at a time.

Stage 2 will consist of:

- Diverting the traffic to the south side of the roadway.
- Closing the existing westbound bridge, removing it, and constructing a new bridge.
- During this time, only one lane of traffic in each direction will be accommodated.
- Elimination of the Harrison Avenue / 25<sup>th</sup> Street intersection and construction of the 25<sup>th</sup> Street cul-de-sac.

Stage 3 will consist of:

- Divert the traffic to the north side of the roadway.
- Close the existing eastbound bridge, remove it, and construct a new bridge.
- During this time, only one lane of traffic in each direction will be accommodated.

Stage 4 will consist of:

- Closing the inside lanes of traffic in each direction to allow the removal of the temporary pavement constructed to facilitate the moving of traffic from both sides of the road to only one side and reconstructing the raised concrete median.

Once Stage 4 is completed, Harrison Avenue will be opened to full traffic again.

It shall be the responsibility of the Contractor to determine the exact sequence of their operations to complete the work required in each stage.

### **COOPERATION AND COORDINATION WITH OTHER CONTRACTORS**

The overall Harrison Avenue Bridge project will be constructed under two separate contracts. This contract (Bridge Contract) involves the removal of the two existing bridges and construction of two new bridges over the UPRR and CC&PRR and associated approach roadway work. This contract also includes the closing of the intersection of 25<sup>th</sup> Street and Harrison Avenue and construction of a cul-de-sac at the end of 25<sup>th</sup> Street. A Watermain Contract, to be let separately by the City of Rockford, involves the installation of a new 16-inch diameter watermain along Harrison Avenue and under both the UPRR and CC&PRR tracks. It is imperative that work on both contracts be coordinated so that the overall project is completed in a timely manner.

The Bridge Contractor shall be responsible for the bridges and associated approach roadway work as outlined in the construction documents for this contract and shall coordinate all relevant issues with the Watermain Contractor responsible for the installation of the new watermain. This coordination shall include the sequencing of construction for the bridges and approach roadway work with the construction of the proposed watermain. Specifically, both contractors shall coordinate their work to allow the completion of all construction in the watermain contract by the end of Stage II of the Bridge Contract. Additionally, the construction of the watermain crossings across/beneath Harrison Avenue and also along and beneath both the UPRR and CC&PRR tracks shall be done in such a manner to minimize the interruption in water service to the adjacent properties, except for a short duration interruption required to connect the existing watermains at both ends of the bridge contract to the proposed watermain to be installed as part of that contract.

Since the overall success of both the Watermain Contract and the Bridge Contract are inter-related, the following steps shall be taken during the bidding and contract award process to emphasize the importance of coordinating both contracts.

1. The apparent low bidder(s) for each contract shall attend a pre-award meeting to discuss the critical paths for each contract and determine their workability and feasibility related to each other. This meeting will be hosted by the City of Rockford and will be held at Rockford City Hall. This meeting is in addition to the typical IDOT preconstruction meeting.
2. Prior to contract award, the two apparent low bidders shall submit to the City of Rockford a combined project schedule covering all construction activity through Stage II of the Bridge Contract. The schedule shall be signed by both contractors to document their mutual understanding of the coordination required to complete both contracts by the specified completion dates.
3. After the award of both contracts, a pre-construction meeting shall be held to finalize the critical path of the project as a whole.
4. Weekly meetings will be held at an agreed upon location and time to discuss the progress, cooperation, scheduling, critical path, upcoming work, and any other issues that arise during construction. Attendance by representatives of the Contractor for each contract will be required.

It shall be the responsibility of the Contractor for each contract to coordinate their work with the work of the other Contractor. It shall also be the responsibility of both Contractors to resolve any issues, conflicts, etc. between each contract. The omission of potential construction issues from this specification section shall not be construed by the Contractor as a waiver by the Engineer to forgo the necessary coordination and cooperation between the Contractors and their subcontractors. It shall also be their responsibility to complete the project within the timeframe indicated in the contract documents. No consideration will be given to a request for additional time to complete the project resulting from the lack of coordination between the Contractors.

Additionally, the Contractor shall also be aware that another contract involving roadway reconstruction on Harrison Avenue is currently underway. This project includes resurfacing and reconstruction of Harrison Avenue between 26<sup>th</sup> Street and a point east of the intersection of Harrison Avenue and Mulford Road. Roadside ditches are to be replaced with concrete curb and gutter and storm sewer. Five signalized intersections are to be modernized. The resurfacing project extends from the intersection of Harrison Avenue and 26<sup>th</sup> Street east to Alpine Road. The reconstruction project extends from the intersection of Harrison Avenue and Alpine Road east to a point approximately 800' east of the Harrison Avenue and Mulford Road intersection. The proposed schedule for this ongoing project requires that all major project items, such as earth excavation and base course, patching, pavement, storm sewer, multi-use path, sidewalk, traffic signal and light pole placement, be completed on or prior to November 30, 2007. The Contractor will be allowed 60 working days after the November 30, 2007 completion date to complete the remaining items, such as final grading, landscaping and striping.

The Contractor is advised to consult the plans and specifications, including the addendum, for that project for additional information. Those plans and specifications are available for download at:

<http://eplan.dot.il.gov/desenv/061606/85390-185/>

Lastly, the Contractor for that project is: Rockford Blacktop Construction Company, 5290 Nimtz Road, Loves Park, Illinois 61111. Phone: (815) 654-4700.

All work involved in complying with the requirements outlined herein shall be considered incidental to the contract and no additional compensation will be allowed.

#### **WORK ADJACENT TO OR OVER THE RAILROAD (FLAGMEN PROTECTION)**

For the purpose of these Special Provisions, the term "Railroad" shall be construed to mean either the Union Pacific Railroad (UPRR) or the Chicago, Central, and Pacific Railroad (CC&PRR) or both.

All work to be completed by the Contractor on the Railroad's right-of-way shall be performed in a manner satisfactory to the Engineer and to the Railroad's representative in accordance with Article 107.12 of the Standard Specifications, these special provisions and the following exhibits to the "Public Bridge Crossing Agreement" between the Union Pacific Railroad and the City of Rockford.

- Exhibit 1 – Union Pacific Railroad -- Sample Insurance Requirements
- Exhibit 2 – Union Pacific Railroad – Temporary Use of Railroad Property -- Procedures
- Exhibit 3 – Union Pacific Railroad –Temporary Use Checklist

- Exhibit 4 – Union Pacific Railroad – Rush Handling Form
- Exhibit 5 – Union Pacific Railroad – Application – Right of Entry
- Exhibit 6 – Union Pacific Railroad – Application Form – Railroad Protective Liability Insurance
- Exhibit 7 – Union Pacific Railroad – Railroad Protective Liability Insurance – For Project under \$10,000,000. \*
- Exhibit 8 – Union Pacific Railroad – Guidelines for Design of Highway Separation Structures over Railroad

\* Contractor shall contact the Union Pacific Railroad for Projects over \$10,000,000.

In case of conflict between these Exhibits and these Special Provisions, the strictest requirement shall govern.

1. Notification of Starting Work. The Contractor shall not commence any work on Railroad right-of-way until he has complied with the following conditions:
2. Executed a CONTRACTOR'S RIGHT OF ENTRY AGREEMENT for the bridge crossing with the Union Pacific Railroad Company and the Chicago, Central, and Pacific Railroad. The Contractor shall adhere to all terms and conditions expressed or implied within each CONTRACTOR'S RIGHT OF ENTRY AGREEMENT. The "Public Bridge Crossing Agreement" between the Union Pacific Railroad and the City of Rockford as well as the CONTRACTOR'S RIGHT-OF-ENTRY AGREEMENT (Exhibit F) are attached hereto and made a part of these Special Provisions. The cost of obtaining an executed CONTRACTOR'S RIGHT OF ENTRY AGREEMENT will be paid for at the contract lump sum price bid for CONTRACTOR'S RIGHT OF ENTRY AGREEMENT -- UNION PACIFIC RAILROAD or CONTRACTOR'S RIGHT OF ENTRY AGREEMENT -- CHICAGO, CENTRAL, AND PACIFIC RAILROAD.
3. Provide written notice to the Railroad, in accordance with the CONTRACTOR'S RIGHT OF ENTRY AGREEMENT, prior to beginning work on Railroad right-of-way. Correspondence with the Union Pacific Railroad shall be addressed to the following:

Mr. Rich Ellison  
Manager, Industry & Public Projects  
Union Pacific Railroad  
301 West Lake Street  
Northlake, Illinois 60164  
Phone: (708) 649-5214 (Project No. **BRF-525(106)** must be referenced on all correspondences)

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Correspondence with the Chicago, Central, and Pacific Railroad shall be addressed to the following:

Mr. John Henriksen  
Manager Public Works  
Chicago, Central, and Pacific Railroad  
17641 South Ashland Avenue  
Homewood, Illinois 60430  
Phone: (708) 332-3557(**Project No. BRF-525(106) must be referenced on all correspondences**)

4. Obtain written authorization from each Railroad to begin work on their right-of-way. Such authorization shall include an outline of specific conditions with which the Contractor must comply.
5. Obtain written approval from each Railroad of Railroad Protective Liability Insurance coverage as required in the CONTRACTOR'S RIGHT OF ENTRY AGREEMENT.

The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad's representatives who are to be notified as hereinafter required.

After award of the contract and prior to performing any work, a conference will be held between the Railroads, the City of Rockford, and the Contractor for the purpose of coordinating the work to be performed. A tentative schedule of operations shall be adopted and measures agreed upon to meet each Railroad's requirements for the protection of its clearances, operations, and general safety requirements.

Interference with Railroad Operations. The Contractor shall arrange and conduct his work so that there will be no interference with Railroad operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad or to poles, wires, and other facilities of tenants on the rights-of-way of the Railroad. Whenever work may affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad engineer for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor that requires flagging service or inspection service (watchman) shall be deferred by the Contractor until the flagging protection required by the Railroad is available at the job site.

Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer or their designated representative, or in

his absence, the Engineer, such provision is insufficient, either may require or provide such provisions, as he deems necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the City.

Track Clearances. The minimum horizontal track clearance, measured from the centerline of nearest track, to be maintained by the Contractor during construction is 12'-3". The minimum vertical clearance, above the top of highest rail, to be maintained by the Contractor during any phase of construction is 21'-0". However, before undertaking any work within Railroad right-of-way, or before placing any obstruction over any track, the Contractor shall:

1. Notify the Railroad's representative in advance of the work in accordance with the CONTRACTOR'S RIGHT OF ENTRY AGREEMENT.
2. Receive assurance from the Railroad's representative that arrangements have been made for flagging service as may be necessary.
3. Receive permission from the Railroad's representative to proceed with the work.
4. Ascertain that the Engineer has received copies of notice to the Railroad and of the Railroad's response thereto.

Excavation for Structures. The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles, for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material. The procedure for doing such work, including need of and plans for shoring, shall be approved by the Railroad Engineer, but such approval shall not relieve the Contractor from liability. The Contractor is referred to details for Temporary Sheet Piling contained in the plans and the Special Provision section titled, "Structure Excavation Protection for Pile Bents, No. 1, No. 2, No. 3, No. 4, No. 5, and No. 6."

Maintenance of Railroad Facilities. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from his operations, to promptly repair eroded areas within Railroad rights-of-way, and to repair any other damage to the property of the Railroad or its tenants.

All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

Storage of Materials and Equipment. In no case shall equipment or materials be stored within 25 feet of the centerline of the nearest track. Materials and equipment shall not be stored where they

will interfere neither with Railroad operations, nor on the rights-of-way of the Railroad Company without first having obtained permission from the Railroad engineer. Such permission will be with the understanding that the Railroad will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.

All grading or construction machinery that is left parked near the track unattended by a watchman shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save Railroad, and any associated, controlled or affiliated corporation, harmless from and against all loss, costs, expenses, claim or liability for loss of or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

Cleanup. Upon completion of the work, the Contractor shall remove from within the limits of the Railroad rights-of-way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, and leave said rights-of-way in a neat condition satisfactory to the Chief Engineer of the Railroad or his authorized representative.

Damages. The Contractor shall assume all liability for any and all damages to his work, employees, servants, equipment and materials caused by Railroad traffic.

Any cost incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid directly to the Railroad by the Contractor.

Flagging Services. Under the terms of the agreements between the City and the Railroads, the Railroad has sole authority to determine the need for flagging required to protect its operations. In general, the requirements of such services will be whenever the Contractor's men or equipment are, or are likely to be, working on the Railroad's right-of-way, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a Railroad structure or the Railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging. Normally, the Railroad will assign one flagman to a project, but in some cases, more than one may be necessary, such as within yard limits where three (3) flagmen may be required.

If, after the flagman is assigned to the project site, emergencies arise which require the flagman's presence elsewhere, then the Contractor shall delay work on Railroad right-of-way until such time as the flagman is again available. Any additional costs resulting from such delay shall be borne by the Contractor and not the City or Railroad.

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The Union Pacific Railroad contact person for flagging services is:

Ms. Allie Wilson-Smith  
Senior Administrative Assistant  
Union Pacific Railroad  
301 West Lake Street  
Northlake, Illinois 60164  
Phone: (708) 649-5273

The Chicago, Central, and Pacific Railroad contact person for flagging services is:

Mr. Tom Tucker  
Chicago, Central, and Pacific Railroad  
2800 Livernois Road  
Troy, MI, 48083  
Phone: (245) 740-6227

At least fifteen (15) days notice is required by the Railroad to begin flagging services.

Payment of Costs for Engineering Inspection and Flagging by Railroads. All engineering inspection and flagging by Railroad personnel required to perform work as described herein and in Article 107.12 of the Standard Specifications, together with all incidental costs thereof, shall be considered Extra Work and paid for on a Force Account Basis in accordance with Article 109.04(b) of the Standard Specifications. No other compensation to the Contractor will be provided for Railroad services.

Other flagging or railroad inspection costs required for transporting material or equipment across the tracks or for the convenience of the Contractor's operations shall be borne by the Contractor. Furthermore, if the Contractor works within distances that violate instructions given by the Railroad's authorized representative or performs work that has not been scheduled with the Railroad's authorized representative, a flagman or flagmen may be required full time until the project has been completed. Additional flagging costs related to the Contractor's violation of Railroad policies and procedures will be paid by the Contractor. These costs shall be considered as included in the contract unit prices bid for the various items of work involved.

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**RAILROAD PROTECTIVE LIABILITY INSURANCE – UNION PACIFIC RAILROAD**  
**RAILROAD PROTECTIVE LIABILITY INSURANCE – CHICAGO, CENTRAL, AND**  
**PACIFIC RAILROAD**

General Requirements:

The Contractor shall, at its sole cost and expense, procure and maintain, and shall require its subcontractors to procure and maintain, in force for the duration of work on the project the insurance coverages identified in Exhibit A-1 to the CONTRACTOR'S RIGHT OF ENTRY AGREEMENT (Exhibit F) and as listed below:

1. Commercial General Liability Insurance, to include contractual liability and products/completed operations, against claims arising out of bodily injury, illness, and death and from damage to or destruction of property of others, including loss or use thereof, and including liability of Union Pacific Railroad Company or Chicago, Central, and Pacific Railroad Company, Contractor, and all subcontractors, and each of them with minimum limits for bodily injury and property injury of \$5,000,000 for each occurrence with an aggregate of \$10,000,000.
2. Business Automobile Policy Insurance, including owned, non-owned, and hired vehicles with minimum limits for bodily injury and property injury of \$5,000,000 for each occurrence on all vehicles used on railroad property during this project.
3. Worker's Compensation Insurance or coverage as required under the Workers' Compensation Act of the applicable state. This policy should include occupational disease to required statutory limits, employer's liability of \$5,000,000 to include FELA, if appropriate, and an "all states" endorsement. The Contractor shall also waive their right of subrogation against the Union Pacific Railroad and the Chicago, Central, and Pacific Railroad.

In case of conflict between the insurance requirements outlined in the attached Union Pacific Railroad Exhibits and these Special Provisions, the strictest requirement shall govern.

Additionally, the Contractor shall also obtain Railroad Protective Liability Insurance for the Engineer and their subcontractors for both the Union Pacific Railroad and the Chicago, Central, and Pacific Railroad. Said insurance shall meet the requirements of this Special Provisions.

Evidence of insurance as required above shall be furnished to the address shown below for review by the City and transmittal to the Railroad:

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City of Rockford

Mr. Brad T. Moberg, P.E.  
City Engineer  
City of Rockford  
425 East State Street  
Rockford, Illinois 61104

Union Pacific Railroad:

In addition to the insurance requirements outlined above, the Contractor will also be required to furnish a Railroad Protective Liability Insurance policy issued in the name of Union Pacific Railroad Company, with a limit of \$5,000,000 for bodily injury and property damage per occurrence and an aggregate of \$10,000,000. At his option, the Contractor may pay a sum of \$\_\_\_\_\_\* to the Union Pacific Railroad Company and request in writing that he be added as a third party to the Railroad's blanket liability policy. Questions related to this should be directed to the address below.

\* -- See Exhibit 7

Union Pacific Railroad Company

Ms. Jodi Scott  
Union Pacific Railroad Company  
Insurance Department  
1416 Dodge Street, Room 820  
Omaha, NE 68179

The named insured, description of the work and designation of the job site to be shown on the Policy are as follows:

1. Name Insured: Union Pacific Railroad Company
2. Description and Designation: Replacement of Harrison Avenue Bridges, Union Pacific Railroad Milepost 89.52, Winnebago County.

If any part of the work is sublet, similar insurance and evidence thereof in the same amounts as required by the Contractor shall be provided by or on behalf of the subcontractors to cover his operations. Endorsements to the Contractor's policies specifically naming subcontractors and describing their operations will be acceptable for this purpose.

All insurance hereinbefore specified shall be carried until all work required to be performed under the terms of the contract has been satisfactorily completed within the limits of the right-of-way of the Railroad as evidenced by the formal acceptance of the City. Insuring Companies may cancel

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insurance by permission of the City and Railroad or on thirty (30) days written notice to the addresses below:

NOTICE TO: City of Rockford

Mr. Brad T. Moberg, P.E.  
City Engineer  
City of Rockford  
425 East State Street  
Rockford, Illinois 61104

COPY NOTICE TO: Union Pacific Railroad Company

Ms. Jodi Scott  
Union Pacific Railroad Company  
Insurance Department  
1416 Dodge Street, Room 820  
Omaha, NE 68179

Chicago, Central, and Pacific Railroad:

In addition to the insurance requirements outlined above, the Contractor will also be required to furnish a Railroad Protective Liability Insurance policy issued in the name of Chicago, Central, and Pacific Railroad Company, with a limit of \$5,000,000 for bodily injury and property damage per occurrence and an aggregate of \$10,000,000. At his option, the Contractor may pay a sum of \$ \*\* to the Chicago, Central, and Pacific Railroad Company and request in writing that he be added as a third party to the Railroad's blanket liability policy. Questions related to this should be directed to the address below.

\*\* -- Chicago, Central and Pacific Railroad to provide

Chicago, Central, and Pacific Railroad

Ms. Jacqueline Moder  
Chicago, Central, and Pacific Railroad  
1625 Depot Street  
Stevens Point, WI 54481  
Phone: (715) 345-2501

The named insured, description of the work and designation of the job site to be shown on the Policy are as follows:

1. Name Insured: Chicago, Central, and Pacific Railroad

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2. Description and Designation: Replacement of Harrison Avenue Bridges, Chicago, Central, and Pacific Railroad Milepost W83.04, Winnebago County.

If any part of the work is sublet, similar insurance and evidence thereof in the same amounts as required by the Contractor shall be provided by or on behalf of the subcontractors to cover his operations. Endorsements to the Contractor's policies specifically naming subcontractors and describing their operations will be acceptable for this purpose.

All insurance hereinbefore specified shall be carried until all work required to be performed under the terms of the contract has been satisfactorily completed within the limits of the right-of-way of the Railroad as evidenced by the formal acceptance of the City. Insuring Companies may cancel insurance by permission of the City and Railroad or on thirty (30) days written notice to the addresses below:

NOTICE TO: City of Rockford

Mr. Brad T. Moberg, P.E.  
City Engineer  
City of Rockford  
425 East State Street  
Rockford, Illinois 61104

COPY NOTICE TO: Chicago, Central, and Pacific Railroad Company

Ms. Jacqueline Moder  
Chicago, Central, and Pacific Railroad  
1625 Depot Street  
Stevens Point, WI 54481  
Phone: (715) 345-2501

The cost of providing insurance, in accordance with this Special Provision, will be paid for at the contract lump sum price bid for RAILROAD PROTECTIVE LIABILITY INSURANCE – UNION PACIFIC RAILROAD or RAILROAD PROTECTIVE LIABILITY INSURANCE – CHICAGO, CENTRAL, AND PACIFIC RAILROAD

**CONTRACTOR'S RIGHT OF ENTRY AGREEMENT -- UNION PACIFIC RAILROAD**  
**CONTRACTOR'S RIGHT OF ENTRY AGREEMENT -- CHICAGO, CENTRAL, AND**  
**PACIFIC RAILROAD**

The Contractor shall execute a separate CONTRACTOR'S RIGHT OF ENTRY AGREEMENT with both the Union Pacific Railroad Company and the Chicago, Central, and Pacific Railroad as discussed previously in these Special Provisions (see WORK ADJACENT TO OR OVER THE RAILROAD).

Additionally, the Contractor's Right of Entry Agreements for both the Union Pacific Railroad and the Chicago, Central, and Pacific Railroad shall also include the Engineer and their subcontractors.

All costs associated with entering into said agreement, including costs associated with complying with specific agreement requirements, will be paid for at the contract lump sum price bid for CONTRACTOR'S RIGHT OF ENTRY AGREEMENT -- UNION PACIFIC RAILROAD or CONTRACTOR'S RIGHT OF ENTRY AGREEMENT -- CHICAGO, CENTRAL, AND PACIFIC RAILROAD. The cost of complying with the Railroad Protective Liability Insurance requirements will be paid for at the contract lump sum bid for RAILROAD PROTECTIVE LIABILITY INSURANCE - UNION PACIFIC RAILROAD or RAILROAD PROTECTIVE LIABILITY INSURANCE - CHICAGO, CENTRAL, AND PACIFIC RAILROAD.

### **PROTECTIVE SHIELD**

This work shall consist of furnishing, installing, and removing a protective shield system by the Contractor as required to protect railroad traffic, equipment and personnel from falling material or other objects during removal of the existing bridge deck and superstructure and construction of the concrete bridge deck. For the purposes of this special provision, bridge deck construction shall include deck forming, rebar placement, placement of deck and parapet concrete, erection of parapet and/or pedestrian fences, and bridge deck form removal.

The protective shield system shall extend perpendicular from the tracks beyond the nearest rail at least 18 feet beyond the centerline of the tracks and longitudinally to the tracks at least to the limits shown on the drawings. The minimum vertical clearance to be maintained at all times is no lower than the existing vertical clearance during removal of the bridge decks and superstructures and 21 feet during construction of the new bridges.

The protective shield system shall be designed and constructed to sustain loads of 200 pounds per square foot in addition to its own weight. Protective shield systems comprised of wood members shall be designed for a minimum loading duration of seven days. The system may be either fixed or mobile. The Contractor shall coordinate the installation of the system with the Railroad. Additionally, the Contractor shall also coordinate the installation with municipalities and/or utilities to insure protection of their facilities during structure removal and construction of the proposed concrete bridge decks. Lane closures and other traffic control required during installation and removal shall be provided according to the traffic control plan.

The Contractor shall furnish 5 sets of working drawings and calculations for the proposed system for each Railroad to the Engineer for examination and forwarding to the Union Pacific Railroad and Chicago, Central, and Pacific Railroad. The drawings and calculations shall be sealed by an Illinois Licensed Structural Engineer. The drawings shall provide full details, dimensions, and types of materials to be used. Both structure removal and bridge deck construction shall not begin until the

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protective shield system is in place and permission is granted by the Engineer and the Railroad(s). The estimated review time, including Railroad review, for the protective shield system is approximately five weeks from the date the working drawings and calculations are received by the Engineer.

Upon completion of the work or when directed by the Engineer, the protective shield system shall be removed. All material removed shall remain the property of the Contractor.

This work will be measured for payment and the area computed in square yards. The length shown on the plans will be measured along the centerline of the structure. The maximum payment width shall be that indicated on the plans. If the Contractor chooses to extend the protective shield system beyond that shown, it will be at his/her own expense. Payments for this work will be made based on the following payment schedule:

75% of the quantity installed will be paid upon installation of the protective shield system  
25% of the quantity installed will be paid upon removal of the protective shield system

This work will be paid for at the contract unit price per square yard for PROTECTIVE SHIELD

**STRUCTURE EXCAVATION PROTECTION FOR PILE BENTS, NO. 1**  
**STRUCTURE EXCAVATION PROTECTION FOR PILE BENTS, NO. 2**  
**STRUCTURE EXCAVATION PROTECTION FOR PILE BENTS, NO. 3**  
**STRUCTURE EXCAVATION PROTECTION FOR PILE BENTS, NO. 4**  
**STRUCTURE EXCAVATION PROTECTION FOR PILE BENTS, NO. 5**  
**STRUCTURE EXCAVATION PROTECTION FOR PILE BENTS, NO. 6**

The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles, for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material. The procedure for doing such work, including need of and plans for shoring, shall be approved by the Railroad Engineer, but such approval shall not relieve the Contractor from liability. The Contractor is referred to details for Temporary Sheet Piling contained in the plans and additional requirements of this Special Provision. The minimum required section modulus for the steel sheet piling is 31 in<sup>3</sup>/ft.

This work shall consist of furnishing, installing and subsequent removal of the temporary steel sheet piling at the location specified on the plans. This work shall be done in accordance with the applicable portions of Section 512 of the Standard Specifications, this Special Provision, and GBSP 32 – Temporary Sheet Piling. In the event of conflict between any of these sections, the most stringent of the requirements shall be followed. The sheeting shall be installed prior to beginning

stringent of the requirements shall be followed. The sheeting shall be installed prior to beginning excavation for the construction of a given pier. The sheeting shall not be removed until construction of the given pier crashwall is complete and all backfilling around the pier is also complete.

The Contractor will be required to utilize special care in installing and removing the steel sheet piling. This will include conformance to all Union Pacific Railroad or Chicago, Central, and Pacific Railroad requirements for work in proximity to existing in-service railroad tracks. The Contractor shall be responsible for the safety of the excavation.

This work will not be measured for payment, but will be paid for at the contract unit price bid per each location for STRUCTURE EXCAVATION PROTECTION FOR PILE BENTS. The contract unit price for each installation shall include furnishing, installing, and removing the sheeting as indicated on the plans. Payments for this work at a specific location will be made based on the following payment schedule:

75% of the unit price will be paid after furnishing and installing the sheeting  
25% of the unit price will be paid after subsequent removal of the sheeting and repairing any damage caused by the installation or removal of the sheeting to the satisfaction of the Engineer and the UP Railroad or CC&P Railroad.

If the Contractor elects to install the temporary sheet piling as shown on the drawings, then no submittal to the Railroad(s) is/are required. The temporary sheet piling layout and design have already been reviewed and approved by the Railroads. If the Contractor elects to install the temporary sheet piling in either a different arrangement or location, then the Contractor shall be required to submit drawings and design calculations to the Railroads for review and approval. Said drawings and calculations shall be sealed by an Illinois Licensed Structural Engineer. The drawings shall provide full details, dimensions and the type(s) of materials to be used.

The Contractor shall furnish 5 sets of working drawings and design calculations for the proposed system for each Railroad to the Engineer for examination and forwarding to the Union Pacific Railroad and Chicago, Central, and Pacific Railroad. The estimated review time, including Railroad review, for revised temporary sheet piling is approximately five weeks from the date the working drawings and design calculations are received by the Engineer.

**REMOVAL OF EXISTING STRUCTURE, NO. 1**  
**REMOVAL OF EXISTING STRUCTURE, NO. 2**

This work shall consist of the removal and satisfactory disposal of the existing bridge structures. The entire existing bridge superstructure shall be removed. The final vertical limit for removal of the existing bridge piers shall be to a point at least one foot below the proposed elevation of subgrade or ground surface. The removal of the existing abutments and wingwalls shall extend to a point at least

one foot below the proposed elevation of subgrade or ground surface. It should be noted that some of the existing piers will be utilized as shoring protection of the railroad track during the construction of the new piers. These piers are shown on the plans and shall not be removed until the new piers are constructed. Additionally, this work shall also include the removal of the abandoned utilities attached to the existing bridge and the removal of said utilities behind the existing abutments to a location two feet behind limits of the porous granular embankment to be installed behind the proposed abutments. Incidental to this work shall be the removal and disposal of existing bituminous wearing surface on the bridge deck, bridge railings, concrete gutters under the bridge, and other items as required to facilitate this construction. Care shall be exercised not to damage the portions of items intended to remain. Any such damage shall be repaired to the satisfaction of the Engineer at no additional cost to the contract.

The Contractor is also advised of the need to submit plans and calculations for the demolition of the existing bridges to the appropriate railroads for review and approval prior to beginning demolition. The Contractor shall furnish 5 sets of working drawings and calculations for the demolition for each Railroad to the Engineer for examination and forwarding to the Union Pacific Railroad and Chicago, Central, and Pacific Railroad. The drawings and calculations shall be sealed by an Illinois Licensed Structural Engineer. The drawings shall provide full details, dimensions, and types of materials to be used. The estimated review time, including Railroad review, for the demolition plans and calculation is approximately five weeks from the date the working drawings and calculations are received by the Engineer.

Also incidental to this work, the Contractor shall carefully remove and salvage the existing nameplate mounted on each bridge, which are located on the southwest wingwall of each bridge. These nameplates shall be delivered to the Engineer.

Plans for the existing bridges are available for review at City Hall in Rockford, Illinois between the hours of 8:30 A.M. and 4:00 P.M., Monday through Friday, excluding holidays. The Contractor is advised to contact City Hall in advance to verify that someone will be available to provide the drawings for examination only.

Removal work shall be performed in accordance with the applicable portions of Section 501 of the Standard Specifications, and shall be paid for at the contract each price bid for REMOVAL OF EXISTING STRUCTURE, NO. 1 or REMOVAL OF EXISTING STRUCTURE, NO. 2.

### **BITUMINOUS COATED AGGREGATE SLOPEWALL, 6 INCH**

This work shall consist of constructing slopewalls consisting of crushed aggregate and bitumen on the embankment slopes beneath the bridges at each abutment. The slopewall shall be constructed at the locations and to the elevations, slopes, lines, depth, and cross-sections indicated on the plans and as directed by the Engineer.

Materials shall meet the requirements of the following Section 1000 - Materials and the following sections specifically:

Coarse Aggregate . . . . . Article 1004.03  
Bituminous Material . . . . . Section 1030

Coarse aggregate shall be crushed stone of CA-5 gradation.  
Bituminous material shall be emulsified asphalt Type CRS-1 or CRS-2.

Equipment shall include a pressure distributor meeting the requirements of Article 1102.05.

The foundation upon which the Aggregate Slopewall, 6 Inch, Bituminous Coated is to be constructed shall be prepared in such a manner that the finished slopewall conforms to the details shown in the Plans and as directed by the Engineer. The preparation of the foundation shall consist of excavating the high areas and backfilling and compacting of low areas until the foundation conforms to the required elevation and slope and is of uniform density. Excess excavated material shall be disposed of by the Contractor in accordance with Article 202.03.

Where deficiencies exist, the material used to fill the low areas shall be an impervious soil, placed in successive layers not more than 8 inches in depth and each layer compacted or consolidated by mechanical means to the satisfaction of the Engineer.

The crushed aggregate shall be placed upon the prepared foundation, shaped and compacted by mechanical means to the thickness and dimensions shown in the plan details and finished to a stable, even, and uniform surface.

The bituminous material shall be applied uniformly over the surface of the slopewall at a rate sufficient to assure penetration and binding of the particles in the upper two inches of the aggregate slopewall. This rate will, in general, be 0.35 to 0.65 gallons per square yard of residual bitumen depending on the aggregate gradation. The actual application rate of the emulsified asphalt shall be calculated according to the bitumen content of the product used. Excessive application of the bituminous material shall be avoided and care shall be exercised to prevent run-off.

Care shall also be taken to avoid application of bituminous material on adjacent bridge substructure and/or superstructure units. Any accumulations of such material at the foot of the slopewall shall be immediately "blotted" with additional aggregate.

BITUMINOUS COATED AGGREGATE SLOPEWALL 6 INCH will be measured in place and the surface area computed in square yards. Payment for BITUMINOUS COATED AGGREGATE SLOPEWALL, 6 INCH will be made at the contract unit price bid per square yard, which shall include full payment for all excavation and backfilling required for preparation of the slopewall

foundation, for disposal of surplus material, for furnishing, handling, placing, and compacting material for deficient areas, for furnishing, handling, placing, and compacting the coarse aggregate, for furnishing, handling, heating, and applying the bituminous material, and for all other labor, equipment and incidental material necessary to complete the work as specified.

### **SHOP DRAWINGS**

Shop drawings will be required for structural steel, neoprene expansion joint, elastomeric bearing assemblies, floating bearings, floor drains, pedestrian railing, and bridge fence railing (sidewalk). The Contractor (or his fabricator) shall submit two (2) sets of shop drawings to the Engineer for review. One set of drawings will be returned to the Contractor for needed corrections or changes. Once all corrections and changes have been made, the Contractor (or his fabricator) shall furnish nine (9) clean sets of the shop drawings (ten [10] clean sets of the shop drawings for structural steel) to the Engineer for distribution.

#### **Distribution List**

##### **Structural Steel:**

- 1 copy to Illinois Department of Transportation – District 2 Engineer
- 1 copy to Fabricator
- 2 copies to Local Agency
- 2 copies to Contractor
- 2 copies to Engineer – 1 copy for office, 1 copy for field
- 2 copies to Illinois Department of Transportation – Bureau of Bridges and Structures

##### **Remainder of Items Requiring Shop Drawings:**

- 1 copy to Illinois Department of Transportation – District 2 Engineer
- 1 copy to Fabricator
- 2 copies to Local Agency
- 2 copies to Contractor
- 2 copies to Engineer – 1 copy for office, 1 copy for field
- 1 copy to Illinois Department of Transportation – Engineer of Materials

Any cost incurred as a result of complying with these requirements will not be measured for payment. Such costs shall be included in the unit price of the pay item involved.

### **PARAPET RAILING**

This work shall consist of furnishing and erecting the parapet railing as shown on the plans. Except as noted below, the railing shall conform to the applicable requirements of Section 509 of the Standard Specifications and the details shown on the plans.

Shop rail splices of the top rail element shall not be located over vertical posts. Shop drawings shall be required and shall be submitted to the Engineer for review and approval. All splice locations shall be indicated on the shop drawings. Additionally, field rail splices shall be horizontally located directly above each other.

This work will be measured in feet. The length paid will be the overall length along the top longitudinal railing member through all posts, but excluding the gaps in the PARAPET RAILING at the light pole locations and gaps at the bridge expansion joints located at the abutments. The diagonal ends of the PARAPET RAILING will be included in the measurement and shall also be measured along the top longitudinal railing member. This work will be paid for at the contract unit price bid per foot for PARAPET RAILING.

### **PEDESTRIAN RAILING** **BRIDGE FENCE RAILING (SIDEWALK)**

This work shall consist of furnishing all materials and labor necessary to construct and erect steel pedestrian railing or bridge fence railing (sidewalk) as shown on the Plans. All work shall comply with the applicable requirements of Section 509 of the Standard Specifications and the details shown on the Plans.

This work will be measured for payment in feet. The length paid will be the overall length along the top longitudinal railing member from outside edge to outside edge of end posts, excluding the bent plates attached to the end posts at the expansion joints located at the abutments. This work will be paid for at the contract unit price bid per foot for either PEDESTRIAN RAILING or BRIDGE FENCE RAILING (SIDEWALK).

### **ENGINEER'S FIELD OFFICE, TYPE A**

This work shall conform to the requirements of Article 670.02 of the Standard Specifications and the additional requirements contained herein.

Item a) shall be modified to also indicate that the chairs shall be non-folding office chairs on wheels with upholstered seats, arm rests, and backs.

Item j) shall be modified to also indicate the copy machine shall be capable of reproducing prints up to 11 inch by 17 inch size. Additionally, the copier shall be complete with automatic feed, sorter, and separate paper supply trays for 8-1/2 in. x 11 in. (letter) and 11 in. x 17 in. paper sizes.

Item k) shall be modified to also indicate the fax machine shall include maintenance and operating supplies, shall use plain paper, and shall include a separate table for the fax machine. Lastly, a dedicated phone line for the fax machine shall also be provided.

Item l) shall be modified to also indicate the water cooler shall include regular delivery of bottled water as required by the Engineer.

Additionally, this work shall also include the following items:

1. One dry-erase marker board with a minimum size of 28 in. x 40 in. mounted to the wall of the field office with markers and erasers.
2. Two wall mounted bulletin boards with a minimum size of 28 in. x 40 in. each.
3. One microwave oven.
4. Removal of snow from parking areas and sidewalks surrounding the building by the Contractor.
5. One subscription to high-speed or broadband internet service.

The additional cost of complying with these additional requirements shall be included in the Contractor's unit price bid per calendar month for ENGINEER'S FIELD OFFICE, TYPE A. This work will not be measured for payment. Payment for this work shall comply with Article 670.07 of the Standard Specifications.

### **DRAINAGE SYSTEM**

This work shall include furnishing and installing polyvinyl chloride (PVC) drain and collector pipes to allow bridge deck drainage to be collected and discharged into the roadway storm sewer system as shown in the Plans and in accordance with notes on the plans and this Special Provision. Also included in this work shall be ductile iron pipes, and all needed miscellaneous hardware, straps, fittings, gaskets, sleeves, support brackets, inserts, bolts, and other required items to properly install and support the drain and collector pipes. The limits of work to be included in this pay item shall be as indicated on the drawings.

Collector pipes, drain pipes, and fittings shall be 6-inch diameter or 8-inch diameter Schedule 80 PVC material conforming to ASTM Standards D1785, D2464, or D2467. Flexible couplers to connect PVC pipe to ductile iron pipe shall be suitable for the intended use and shall be acceptable to both pipe manufacturers. Ductile iron pipe to be installed through the abutments to the near roadway inlet shall conform to ASTM A746. Galvanized steel rods shall conform to the requirements of

Article 1006.09 of the Standard Specifications. Stainless steel stud bolts shall conform to the requirements of Article 1006.29 (d) of the Standard Specifications.

The floor drains shall be placed and properly positioned in accordance with details and to the lines and dimensions shown in the Plans. The drain pipe, collector pipe, and fittings shall be installed and securely fastened to the structure as shown in the Plans. All pipe joints shall be watertight and shall be of the type shown in the Plans. All connections of pipes and fittings shown on the plans to facilitate future removal for maintenance cleanout or flushing shall be made with a threaded, gasketed coupler or a bolted gasketed flange system. Adhesive bonded joints will be permitted for runs of pipe between such connections. The end run connection shall feature a minimum nominal 6 in. female threaded outlet. Straight runs may utilize a 45 degree reducing saddle bonded to the pipe. The female outlet shall be filled with a male threaded PVC plug. Runs of pipe shall be supported at spacings not exceeding those recommended by the manufacturer of the pipe, but also not to exceed the maximum spacing indicated on the plans. Supports that have point contact or narrow supporting areas shall be avoided. Standard slings, clamps, clevis hangers and shoe supports designed for use with steel pipe may be used. A minimum strap width for hangers shall be 1-1/2 in. for all pipe under 12 in. in diameter and 2 in. for diameters 12 in. or greater. Straps shall have 120 degrees of contact with the pipe.

This work will be paid for at the contract lump sum price for DRAINAGE SYSTEM.

**LUMINAIRE, PULSE START, METAL HALIDE, 400 WATT**

Luminaire shall meet the requirements of Section 821 of the Standard Specifications, with the following modifications:

Luminaire light distribution shall be Type III full cutoff. Ballast voltage shall be multi-tap set for 480 VAC, 60 Hz. Luminaire shall be 400 watt pulse start metal halide with black powder coat finish. Luminaire shall be a Visionscapes ODN-2T3400P6MAP-01BKC2H5 full-cutoff optics model or of equal specifications with prior approval of the City Engineer.

The fixture shall be installed on the 10 foot mast arm of the pole.

The fixture shall be fused separately at the base of the pole.

The fuse holders for the light fixtures shall be single pole, breakaway, waterproof with insulating boots. The fuse holders shall be a Bussmann Tron type HEX Series, of equal specifications with prior approval of the City Engineer, which has a connecting tab to prevent accidental switching of terminals upon connection.

The wiring of the luminaire shall be as follows, starting from the line side: any splices for other luminaires in the circuit; fuseholder; surge protector.

The surge protector shall conform to Article 1065.02 of the Standard Specifications.

Basis of Payment. This work shall be paid for at the contract unit price each for LUMINAIRE, PULSE START, METAL HALIDE, 400 WATT of the type indicated, which shall be payment in full for the luminaire complete. The luminaire complete includes branch circuit / extension wire as applicable, lamp, fuseholders, mounting hardware, fusing, and surge protectors.

**LUMINAIRE, PULSE START, METAL HALIDE, 150 WATT**

Luminaire shall meet the requirements of Section 821 of the Standard Specifications, with the following modifications:

Luminaire light distribution shall be Type III full cutoff. Ballast voltage shall be multi-tap set for 480 VAC, 60 Hz. Luminaire shall be 150 watt pulse start metal halide with metal decorative mounting arm and black powder coat finish. Luminaire shall be a Visionscapes ODN-1T2150P6PMBKC2H5-VSWA8 semi-cutoff optics model or of equal specifications with prior approval of the City Engineer.

The fixture shall be installed on a decorative arm attached to the pole.

The fixture shall be fused separately at the base of the pole.

The fuse holders for the light fixtures shall be single pole, breakaway, waterproof with insulating boots. The fuse holders shall be a Bussmann Tron type HEX Series, of equal specifications with prior approval of the City Engineer, which has a connecting tab to prevent accidental switching of terminals upon connection.

The wiring of the luminaire shall be as follows, starting from the line side: any splices for other luminaires in the circuit; fuseholder; surge protector.

The surge protector shall conform to Article 1065.02 of the Standard Specifications.

Basis of Payment. This work shall be paid for at the contract unit price each for LUMINAIRE, PULSE START, METAL HALIDE, 150 WATT of the type indicated, which shall be payment in full for the luminaire complete. The luminaire complete includes mounting arm, branch circuit / extension wire as applicable, lamp, fuseholders, mounting hardware, fusing, and surge protectors.

**LIGHT POLE, ALUMINUM, 40 FT. M.H., 10 FT MAST ARM**

Light pole shall meet the requirements of Section 830 of the Standard Specifications, with the following modifications:

The pole shall be an aluminum pole according to Article 1069.02 with a 40 foot mounting height designed to accommodate two luminaires. One luminaire shall be mounted to the pole with a 10 foot one piece aluminum mast arm. The pole shall be a one piece non-tapered round shaft of aluminum and welded to a flat aluminum anchor base. A flush sided cast aluminum pole top cap shall be provided. The pole shall include a 4" x 6 1/2" handhole with ground lug and gasketed cover plate secured with stainless steel screws. The pole shall be furnished with four "L" shaped galvanized anchor bolts, nuts, and washers as shown on the plans. The pole base shall have a two piece cast aluminum full cover secured with stainless steel screws.

The pole and arm shall be able to withstand AASHTO Standards of 25 year mean recurrence interval wind velocities for the area where the pole will be used.

The pole shall have an additional mounting plate installed fifteen (15) feet above grade on the multi-use path side so that the specified path fixture can be installed onto the light pole.

The light pole shall be finished with a UV resistant coating of electrostatically applied polyester powder, or approved equivalent. Surface preparation shall be a chemical treatment process. The finish shall be oven baked. The color shall be black.

Basis of Payment. This work will be paid for at the contract unit price each for LIGHT POLE, ALUMINUM, 40 FT. M.H., 10 FT. MAST ARM.

### **LIGHT POLE FOUNDATION**

Description: Light pole foundations shall meet the requirements of Section 836 of the Standard Specifications, with the following modifications:

Foundations shall include the raceways and grounding electrode as indicated on the plans.

Method of Measurement. The foundation will be measured for payment per each of the foundation in place, in accordance with the total length of concrete foundation depth indicated on the plans and as directed by the Engineer.

Basis of Payment: This work will be paid for at the contract unit price each for LIGHT POLE FOUNDATION, of the type, diameter, and length indicated including raceways and grounding electrode.

### **CONDUIT, FLEXIBLE METALLIC, WEATHERPROOF, 2" DIAMETER**

Description. This work shall consist of installing flexible conduit at bridge abutments. These flexible expansion joints are at locations on the bridge abutments where movement will damage rigid

conduit and are shown on the plans.

Materials. The conduit and fittings shall meet the requirements of Articles 1088.01 of the Standard Specifications.

Installation. The flexible conduit shall be installed according to Section 811 of the Standard Specifications. In addition to installing the flexible conduit, this work shall include gland nuts, fitting, hardware, and all miscellaneous items necessary to make the connections to the rigid conduit system and /or stainless steel junction box, attached to the structure.

When electrical continuity of the conduit system is required, the connections shall include bonding of the metallic core and/or bonding strap of the flexible conduit to the rigid conduit or box. Connections shall be made and coated in a manner approved by the Engineer.

Basis of Payment. This work will be paid for at the contract unit price each for CONDUIT, FLEXIBLE METALLIC, WEATHERPROOF, 2" DIAMETER. The length of the conduit is based on the maximum amount of movement at each location and shall be determined by the Engineer.

### **GENERAL ELECTRICAL REQUIREMENTS**

Add the following to Section 801 of the Standard Specifications:

Lighting Cable Identification. Each wire installed shall be identified with its complete circuit number at each termination, splice, junction box or other location where the wire is accessible.

Lighting Cable Fuse Installation. Standard fuse holders shall be used on non-frangible (non-breakaway) light pole installations and quick-disconnect fuse holders shall be used on frangible (breakaway) light pole installations. Wires shall be carefully stripped only as far as needed for connection to the device. Over-stripping shall be avoided. An oxide inhibiting lubricant shall be applied to the wire for minimum connection resistance before the terminals are crimped-on. Crimping shall be performed in accordance with the fuse holder manufacturer's recommendations. The exposed metal connecting portion of the assembly shall be taped with two half-lapped wraps of electrical tape and then covered by the specified insulating boot. The fuse holder shall be installed such that the fuse side is connected to the pole wire (load side) and the receptacle side of the holder is connected to the line side.

Grounding of Lighting Systems. All electrical systems, equipment and appurtenances shall be properly grounded in strict conformance with the NEC, even though every detail of the requirements is not specified or shown. Good ground continuity throughout the electrical

system shall be assured. All electrical circuit runs shall have a continuous equipment grounding conductor. IN NO CASE SHALL THE EARTH BE CONSIDERED AS AN ADEQUATE EQUIPMENT GROUNDING PATH. When connections are made to painted surfaces, the paint shall be scraped to fully expose metal at the connection point and serrated connectors or washers shall be used. Where metallic conduit is utilized as the equipment grounding conductor, extreme care shall be exercised to assure continuity at joints and termination points. No wiring run shall be installed without a suitable equipment ground conductor. Where no equipment ground conductor is provided for in the plans and associated specified pay item, the Contractor is obligated to bring the case to the attention of the Engineer who will direct the Contractor accordingly. Work which is extra to the contract will be paid extra. All connections to ground rods, structural steel, reinforcing steel or fencing shall be made with exothermic welds. Where such connections are made to insulated conductors, the connection shall be wrapped with at least 4 layers of electrical tape extended 6 inches onto the conductor insulation. Where a ground field of "made" electrodes is provided, the exact locations of the rods shall be documented by dimensioned drawings as part of the Record Drawings. Equipment ground wires shall be bonded, using a splice and pigtail connection, to all boxes and other metallic enclosures throughout the wiring system.

Lighting Unit Identification. Each light pole shall be labeled as indicated in the plans to correspond to actual circuiting, and as designated by the Engineer. They shall be installed by the Contractor on each lighting unit pole shaft as shown in the details. Median-mounted poles shall have two sets of identification labeling oriented to allow visibility from travel in either direction. Lighting Controllers shall also be identified by means identification decals as described herein. Identification shall be in place prior to placing the equipment in service. Identification of weathering steel poles shall be made by application of letters and numerals as specified herein to an approximately sized 1/8-inch thick stainless steel plate which shall be banded to the pole with two stainless steel bands. Identification of painted poles shall be made by application of letters and numerals as specified herein via an adhesive approved by the paint manufacturer for the application. Identification of luminaries which are not pole mounted, such as underpass luminaries, shall be done using identification brackets. In general, the brackets shall be mounted adjacent to and within one foot of their respective luminaries. The brackets shall be fabricated from 1/8 inch aluminum alloy sheet according to the dimensions shown on the plans. The bracket shall be bent so as to present the luminaire identification numbers at a sixty (60) degree angle to the wall. The bracket shall be attached to concrete walls with three (3) 1/4 inch, self drilling, snap-off type galvanized steel concrete anchors set flush with the wall, or power driven fasteners approved by the Engineer. The brackets shall be offset from the wall with 1/2 inch aluminum bushings. The structural steel shall not be drilled to attach the brackets. The luminaire identification numbers shall be applied to the bracket using the method described for identification applied to poles."

**MEDIAN REMOVAL**

Effective August 30, 2006

Description: This work consists of the removal of the existing median. This work shall be done as specified in Section 440 of the 2007 Standard Specifications and shall include the disposal of waste in accordance to Section 202.03 of the Standard Specifications.

Method of Measurement: Removal of median will be measured for payment in place prior to removal and the area computed in square feet.

Basis of Payment: This work will be paid for at the contract unit price per square foot for MEDIAN REMOVAL. This work shall also include all labor, materials and equipment necessary to complete the work as described herein.

**AGGREGATE FOR TEMPORARY ACCESS**

Effective August 30, 2006

Revise Article 402.10 of the 2007 Standard Specifications to read:

**“402.10 For Temporary Access.** The Contractor shall construct and maintain aggregate surface course for temporary access to private and commercial entrances according to Article 402.07 and as directed by the Engineer. The temporary access entrances will be determined in the field by the Engineer.

The aggregate surface course shall be constructed to the dimensions and grades specified below, except as modified by the plans or as directed by the Engineer.

**Private Entrance.** The minimum width shall be 12 ft. The minimum compacted thickness shall be 6 in. The maximum allowable grade shall be 8 percent, except as required to match the existing grade.

**Commercial Entrance.** The minimum width shall be 24 ft. The minimum compacted thickness shall be 8 in. The maximum grade shall be 6 percent, except as required to match the existing grade.

Maintaining the temporary access shall include relocating and/or regrading the aggregate surface course for any operation that may disturb or remove the temporary access. The same type and gradation of material used to construct the temporary access shall be used to maintain it.

When the use of the temporary access is discontinued, the aggregate shall be removed and utilized in the permanent construction or disposed of according to Article 202.03.”

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Method of Measurement. This work will be measured for payment in tons.

Basis of Payment. Aggregate for temporary access will be paid for at the contract unit price per ton for AGGREGATE FOR TEMPORARY ACCESS for which said price shall include all labor, materials, and equipment to complete the work as described herein and directed by the Engineer. Partial payment of each amount bid for temporary access, of the type specified, will be paid for according to the following schedule:

Upon construction of the temporary access, 60 percent of the pay item, of the type constructed, will be paid.

Subject to the approval of the Engineer for the adequate maintenance and removal of the temporary access, the remaining 40 percent of the pay item will be paid upon the permanent removal of the temporary access.

**TRAFFIC CONTROL COMPLETE**

Effective August 30, 2006

Description: Traffic control shall be in accordance with the applicable sections of the "Standard Specifications for Road and Bridge Construction," the applicable guidelines contained in the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways," these Special Provisions, and any special details and Highway Standards contained herein and in the plans.

Special attention is called to Sections 701-703 and Articles 107.09 and 107.14 of the 2007 Standard Specifications for Road and Bridge Construction and the following Highway Standards relating to traffic control:

701602      701801      702001      704001      BLR 21

The governing factor in the execution and staging of work for this project is to provide the motoring public with the safest possible travel conditions through the construction zone. The Contractor shall arrange his/her operations to keep the closing of lanes and/or roads and intersections to a minimum.

The Contractor shall be responsible for the proper location, installation, and arrangement of all traffic control devices. Special attention shall be given to existing warning signs and guide signs during all construction operations. Warning signs and existing guide signs with arrows shall be kept consistent with the barricade placement at all times. The Contractor shall immediately remove or completely cover all signs that are inconsistent with lane assignment patterns.

When directed by the Engineer, the Contractor shall remove all traffic control devices which were furnished, installed, or maintained by Contractor under this contract. All traffic control devices shall

remain in place until specific authorization for relocation or removal is received from the Engineer.

The Contractor will notify the Engineer in writing ten calendar days prior to any activities that will disrupt normal traffic flow, this will include road closures, lane closures, or intersection closures.

The Contractor will notify the Engineer in writing ten calendar days prior to activities that will reduce any horizontal clearances.

The number of open traffic lanes shown on the plans for each stage of construction shall be maintained at all times. No encroachments onto the open lane of pavement will be allowed without flagger protection.

Direction Indicator Barricades shall exclusively be used in lane closure tapers. They shall be used only when traffic is being merged with an adjacent through lane or shifted onto a median crossover.

Vertical barricades shall not be used in weaves, and in the gore areas on Highway Standard 701411.

**Lights:** Steady burn mono-directional lights are required on devices delineating a widening trench.

**Signs:** No additional bracing shall be allowed on post-mounted signs.

Post-mounted signs shall be installed using standard 720011, 728001, 729001, on 4"X4" wood posts, or on any other "break away" connection if accepted by the FHWA and corresponding letter is provided to the resident.

All signs are required on both sides of the road when the median is greater than 10 feet and on one way roadways.

The "WORKERS" (W21-1a(O)-48) signs shall be replaced with symbol "Right or Left Lane Closed Ahead" (W4-2R or L(O)-48) signs on multilane roadways.

**Contractor Access:** At road closure locations where Type III barricades are installed in a manner that will not allow Contractor access to the project without relocation of one or more of the barricades, the arrangement of the barricades at the beginning of each work day may be relocated, when approved by the Engineer, in the manner shown on Highway Standard 702001 for Road Closed to Thru Traffic. "Road Closed" signs (R11-2), supplemented by "Except Authorized Vehicles" signs (R3-I101), shall be mounted on both the near right and far left barricade. At the end of each work day the barricades shall be returned to their in-line positions. This work will be considered included in the contract, and no extra compensation will be allowed.

The Maintenance of Traffic plans represent one suggested alternative for the construction sequencing and method of handling traffic. Any deviation from the proposed plan shall be approved in writing by the Engineer before implementation.

The lane configurations, dimensions, and channelization devices shown in the Maintenance of Traffic plans are the minimum to be provided by the Contractor. The Contractor shall install construction traffic control devices in locations where they do not block or impede other existing traffic control devices, or sidewalks for pedestrians, disabled persons, or bicyclists. Changeable message signs shall be placed to notify affected motorists seven calendar days in advance of closures and detours required for construction. **Changeable message signs will be paid for separately under items provided in the plans.**

Temporary paint pavement marking shall be used for all construction zone markings as shown in the Maintenance of Traffic plans, except for final wearing surface. On final wearing surfaces, temporary pavement markings shall be Temporary Pavement Marking Type III. Whenever the Contractor removes, obliterates, or covers in any way any pavement markings, the Contractor shall replace the pavement markings on a daily basis prior to opening the affected areas to traffic. **Temporary pavement markings will be paid for separately under items provided in the plans.**

**Business and Private Access:** The Contractor shall maintain access to all approaches, alleyways, driveways, and roadways at all times unless noted in the Maintenance of Traffic plans or otherwise directed by the Engineer. It may be possible to close some entrances for construction during off-peak or non-business hours. If the Contractor elects to do so, the entrance closure shall be approved in writing by the property owners or tenants and the Engineer. Unless approved by the property owners and tenants, all construction operations affecting access shall be constructed during off-peak hours. Temporary construction access shall not exceed ten consecutive calendar days unless approved in writing by the property owners or tenants and the Engineer. Payment for providing business and private access will be covered under the Special Provision titled "Aggregate for Temporary Access".

**Pedestrian Access:** The Contractor shall maintain continuous and safe pedestrian access through the entire project area unless otherwise shown in the Maintenance of Traffic plans or directed by the Engineer. Pedestrian access, as identified in the Maintenance of Traffic plans and as directed by the Engineer, shall be maintained throughout the duration of the project. No additional compensation will be allowed for providing pedestrian access.

Construction Requirements: The project maintenance of traffic plan has been established to complete the proposed improvements utilizing staged construction within the project limits. The following describes the general order of work expected to be followed by the Contractor:

**Stage I Construction:** In Stage 1, Harrison Avenue will have raised median removed and temporary pavement placed in the same area to facilitate crossovers for later stages of construction. Traffic will

be provided with one lane in each direction.

**Stage II Construction:** In Stage 2, proposed WB pavement, proposed sidewalk and proposed entrances are built to the limits shown in the plans. Twenty-Fifth Street will have existing pavement removed to construct the proposed cul-de-sac. Traffic will be provided with one lane in each direction on Harrison and 25<sup>th</sup> street will be closed to thru traffic.

**Stage III Construction:** In Stage 3, Harrison Avenue EB pavement, proposed sidewalk and entrances will be built to the limits shown in the plans. Traffic on Harrison will again be one lane in each direction.

**Stage IV Construction:** In Stage 4, the temporary pavement constructed in stage 1 will be removed and the raised median, proposed combination concrete curb and gutter on the median side will be constructed in its place to the limits shown in the plans. Traffic will be provided with one lane in each direction utilizing the proposed pavement.

Method of Measurement: This work will be measured for payment as lump sum. Standard highway warning and regulatory signs shown in the maintenance of traffic plans be to used during the various stages of construction will not be measured for payment separately, but shall be considered included in the pay item TRAFFIC CONTROL COMPLETE which is covered by this Special Provision.

Basis of Payment: This work will be paid for at the contract unit price per lump sum for TRAFFIC CONTROL COMPLETE for which said price shall include all labor and material to complete the work as described herein and as shown in the plans; except for items identified specifically as being paid for separately. The said price shall also include the cost of reinstallation of any existing signs which may have been removed by the Contractor because of conflicts during staging.

### **TEMPORARY PAVEMENT**

Effective August 30, 2006

Description: This item shall include all materials, labor, and equipment necessary to construct temporary pavement in accordance with applicable sections of the 2007 Standard Specifications for Road and Bridge Construction and the details in the plans except as herein specified.

The Contractor shall have the option of constructing temporary pavement made of 2" of hot-mix asphalt surface course in accordance with Section 406 and 8.5" of hot-mix asphalt base course in accordance to section 355 or PCC pavement in accordance with Section 420 of the 2007 Standard Specifications for Road and Bridge Construction.

Method of Measurement: TEMPORARY PAVEMENT shall be measured for payment in place in square yards.

Basis of Payment: This work will be paid for at the contract unit price per square yards for TEMPORARY PAVEMENT, which price shall be payment in full for all materials, labor and equipment necessary to perform the work as herein specified, grading and earthwork as required to build temporary pavement. TEMPORARY PAVEMENT constructed and designated in the plans to be removed shall also be included in the cost.

Location	TF <sub>(used)</sub>	HMA Surface Course	HMA Base Course	Subbase Granular Material, Type B	Portland Cement Concrete Pavement
Harrison Avenue (flexible pavement)	1.44	2"	8.5"	4"	N/A
Harrison Avenue (rigid pavement)	2.00	N/A	N/A	4"	7.25"

**INLET TYPE 700**  
**INLET BOX SPECIAL NO. 1**

This work shall be constructed in accordance with Section 602 of the Standard Specifications and the City of Rockford Engineering Division standard details shown in the plans. The pay item for INLET TYPE 700 refers to the City of Rockford STANDARD INLET TYPE 700. The pay item for INLET BOX SPECIAL NO. 1 refers to the City of Rockford INLET SPECIAL NO. 1.

Method of Measurement: Measurement for this work will be per each of the various types specified.

Basis of Payment: This work will be paid for at the contract unit price per each for either INLET TYPE 700 or INLET BOX SPECIAL NO. 1.

**COMBINATION CONCRETE CURB AND GUTTER, TYPE M-6.18 MODIFIED**

This work shall conform to Section 606 of the Standard Specifications and shall be constructed in accordance with the details as shown herein. One inch (1") Ceramer expansion joint material or an Engineer approved equal, shall be installed at 100 foot intervals, at all radii, and 5 feet either side of inlets when not at radii. Each expansion joint shall be finished with an Engineer approved caulking material that fills the void between the Ceramer expansion joint material and the face of the curb. Aggregate required under the curb shall be the thickness shown on the Plans.

Method of Measurement: Measurement for this work will be per foot.

Basis of payment: This work will be paid for at the contract unit price per foot for COMBINATION CONCRETE CURB AND GUTTER, TYPE M-6.18 MODIFIED which price shall include expansion joints & aggregate materials under and extending six inches behind the curb & gutter.

### **CONCRETE TRUCK WASHOUT**

This work shall consist of all labor, equipment, and materials necessary to construct and maintain CONCRETE TRUCK WAHSOUT at the location or locations specified by the Engineer and as shown in the plan details.

Basis of payment: This work will be paid for at the contract unit price per lump sum for CONCRETE TRUCK WASHOUT.

### **MULCH, METHOD 3, SPECIAL**

This work shall be performed in accordance with the applicable portions of Article 251.03(c) of the IDOT Standard Specifications, where the fiber hydraulic mulch shall be a Bonded Fiber Matrix (BFM) as described herein.

The BFM shall be manufactured to be hydraulically applied, and upon drying, adheres to the soil in the form of a continuous, 100% coverage, biodegradable, erosion control blanket. The BFM shall be comprised of a long strand, thermally produced wood fibers passing a freeness test at a 760 cc (MLS) level or below (>88% of total volume by weight) held together by organic tackifiers (10%) and mineral bonding agents (<2%) which upon drying, become insoluble and non-dispersible.

The formed matrix shall meet the following requirements:

1. The material, when mixed into a liquid slurry, shall be able to pass a free liquid quality control test (liquids separate from fibrous solids no greater than one inch in one minute's time as measured on a standard test board).
2. The binder shall not dissolve or disperse upon rewetting.
3. The matrix shall have no holes > 1mm in size.
4. The matrix shall have no gaps between product and the soil.
5. The matrix shall have minimum water holding capacity of 1000g/100g (1.2 gal/LB matrix).

6. The matrix shall have no germination or growth inhibiting factors and shall not form a water insensitive crust. The matrix shall be comprised of materials which are 100% biodegradable and 100% beneficial to plant growth.

Installation: The BFM shall be installed by a contractor trained in the proper procedures for mixing and application of the product. The BFM shall be mixed according to manufacturer's recommendations and contractor shall demonstrate 'free liquid" test to inspector upon request. BFM shall be spray-applied at a rate of 3,000-4,000 LB/acre, utilizing standard hydraulically seeding equipment in successive layers as to achieve 100% coverage of all exposed soil. The BFM shall not be applied immediately before, during or after rainfall, such that the matrix will have opportunity to dry for up to 24 hours after installation.

Method of Measurement: The plan area mulched will be measured in place and calculated in acres.

Basis of Payment: The work described above shall be paid for at the contract unit price bid per acre for MULCH, METHOD 3, SPECIAL.

### **TRAFFIC BARRIER TERMINAL TYPE 1, SPECIAL (TANGENT), MODIFIED**

This work shall consist of furnishing and installing a Traffic Barrier Terminal Type 1, Special (Tangent) of the type specified in the plans according to Section 631 of the Standard Specifications and the following:

All terminals shall meet the testing criteria contained in the National Cooperative Highway Research Program (NCHRP) Report 350 and be approved by the Department.

The terminal shall be installed according to the manufacturer's specifications and shall include all necessary transitions between the terminal and the item to which it is attached.

The terminals shall follow the manufacturer's specifications for installation as to type and number of posts, foundation tubes, and soil plates.

The terminals at a single location within a project shall be of the same manufacture and configuration and shall be identical in design and appearance unless otherwise specified in the plans.

The terminal section shall provide a minimum length of need of 37.5 ft.

TRAFFIC BARRIER TERMINAL TYPE 1, SPECIAL (TANGENT), MODIFIED shall be identical to TRAFFIC BARRIER TERMINAL TYPE 1, SPECIAL (TANGENT) with the exception that an additional wood blockout shall be installed on the back side of each post along the length of need and an additional w-section shall be installed on the blocks. The completed guardrail will be similar

to Steel Plate Beam Guardrail Type D, as shown in Highway Standard 630001, from the adjacent guardrail section to the end of the length of need. The remaining portion of the TRAFFIC BARRIER TERMINAL TYPE 1, SPECIAL (TANGENT), MODIFIED beyond the length of need shall be identical to the TRAFFIC BARRIER TERMINAL TYPE 1, SPECIAL (TANGENT).

TRAFFIC BARRIER TERMINAL TYPE 1, SPECIAL (TANGENT), MODIFIED shall be delineated with a terminal marker direct applied. No other guardrail delineation shall be attached to the terminal section.

Method of Measurement: This work will be measured for payment in place per each.

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

#### **TRAFFIC BARRIER TERMINAL, TYPE 6 (SPECIAL)**

This work shall consist of furnishing and installing a TRAFFIC BARRIER TERMINAL TYPE 6, (SPECIAL) according to Section 631 of the Standard Specifications and the following:

All terminals shall meet the testing criteria contained in the National Cooperative Highway Research Program (NCHRP) Report 350 and be approved by the Department.

The terminal shall be installed according to the manufacturer's specifications and shall include all necessary transitions between the terminal and the item to which it is attached.

The terminals shall follow the manufacturer's specifications for installation as to type and number of posts, foundation tubes, and soil plates.

The terminals at a single location within a project shall be of the same manufacture and configuration and shall be identical in design and appearance unless otherwise specified in the plans.

TRAFFIC BARRIER TERMINAL TYPE 6, (SPECIAL) shall be identical to TRAFFIC BARRIER TERMINAL TYPE 6, with the exception that an additional wood blockout shall be installed on the back side of each post and an additional w-section shall be installed on the blocks. The completed guardrail will be similar to Steel Plate Beam Guardrail Type D as shown in Highway Standard 630001.

Method of Measurement: This work will be measured for payment in place per each.

Basis of Payment: This work will be paid for at the actual contract unit price per each for TRAFFIC BARRIER TERMINAL TYPE 6, (SPECIAL).

**BIKE PATH APPROACH GUARDRAIL ADJUSTMENT**  
**SIDEWALK APPROACH GUARDRAIL ADJUSTMENT**

This work shall consist of furnishing and installing a BIKE PATH APPROACH GUARDRAIL ADJUSTMENT or SIDEWALK APPROACH GUARDRAIL ADJUSTMENT at the locations indicated in the plans according to the applicable portions of Section 631 of the Standard Specifications and the details shown in the plans.

Method of Measurement: This work will be measured for payment in place per foot from the beginning of the adjustment along the guardrail to the end of the adjustment along the guardrail.

Basis of Payment: This work will be paid for at the actual contract unit price per foot for BIKE PATH APPROACH GUARDRAIL ADJUSTMENT or SIDEWALK APPROACH GUARDRAIL ADJUSTMENT.

**STEEL PLATE BEAM GUARDRAIL REMOVAL, SINGLE RAIL**

This work shall consist of removing existing guardrail in accordance with Section 632 of the Standard Specifications.

Method of Measurement: Guardrail removal will be measure for payment in feet, measured from center to center of end posts.

Basis of Payment: This work will be paid for at the contract unit price per foot for STEEL PLATE BEAM GUARDRAIL REMOVAL, SINGLE RAIL, which price shall include removing end sections and traffic barrier terminals, storing all salvageable material, and disposing of all materials that are not to be salvaged.

**FURNISHING AND ERECTING STRUCTURAL STEEL BRIDGE NO. 1**  
**FURNISHING AND ERECTING STRUCTURAL STEEL BRIDGE NO. 2**

This work shall consist of furnishing and erecting structural steel for the Westbound Harrison Avenue Bridge (Bridge No. 1) and the Eastbound Harrison Avenue Bridge (Bridge No. 2) as shown on the plans.

This work shall be performed in accordance with Section 505 of the Standard Specifications and will be paid for at the contract lump sum price bid for either FURNISHING AND ERECTING STRUCTURAL STEEL BRIDGE NO. 1 or FURNISHING AND ERECTING STRUCTURAL STEEL BRIDGE NO. 2

SPECIAL PROVISION  
FOR  
CONSTRUCTION LAYOUT STAKES

The Contractor shall be required to furnish and place construction layout stakes for this project. The Local Agency will provide adequate reference points to the centerline of survey and bench marks as shown in the plans and listed herein. Any additional control points set by the Local Agency will be identified in the field to the Contractor and all field notes will be kept in the office of the Resident Engineer.

The Contractor shall provide field forces, equipment, and material to set all additional stakes for this project, which are needed to establish offset stakes, reference points, and any other horizontal or vertical controls, including supplementary bench marks, necessary to secure a correct layout of the work. Stakes for line and grade of pavement and/or curb shall be set at sufficient station intervals (not to exceed 15 m (50 ft.)) to assure substantial conformance to plan line and grade. The Contractor will not be required to set additional stakes to locate a utility line which is not included as a pay item in the contract nor to determine property lines between private properties.

The Contractor shall be responsible for having the finished work conform to the lines, grades, elevations, and dimensions called for in the plans. Any inspection or checking of the Contractor's layout by the Local Agency Engineer and the acceptance of all or any part of it shall not relieve the Contractor of his/her responsibility to secure the proper dimensions, grades and elevations of the several parts of the work. The Contractor shall exercise care in the preservation of stakes and bench marks and shall have them reset at his/her expense when any are damaged, lost, displaced, or removed or otherwise obliterated.

Responsibility of the Local Agency.

- (a) The Local Agency will locate and reference the centerline of all roads and streets except interchange ramps. The centerline of private entrances and short street intersection returns may not be located or referenced by the Local Agency.

Locating and referencing the centerline of survey will consist of establishing and referencing the control points of the centerline of surveys such as PC's, PT's and as many POT's as are necessary to provide a line of sight.

- (b) Bench marks will be established along the project outside of construction lines not exceeding 300 m (1,000 ft.) intervals horizontally and 6 m (20 ft.) vertically.
- (c) Stakes set for (a) and (b) above will be identified in the field to the Contractor.
- (d) The Local Agency will make random checks of the Contractor's staking to determine if the work is in conformance with the plans. Where the Contractor's work will tie into work that is being or will be done by others, checks will be made to determine if the work is in conformance with the proposed overall grade and horizontal alignment.
- (e) The Local Agency will set all stakes for utility adjustments and for building fences along the right of way line by parties other than the Contractor.
- (f) The Local Agency will make all measurements and take all cross sections from which the various pay items will be measured.
- (g) Where the Contractor, in setting construction stakes, discovers discrepancies, the Local Agency will check to determine their nature and make whatever revisions are necessary in the plans, including the recross sectioning of the area involved. Any additional restaking required by the Engineer will be the responsibility of the Contractor. The additional restaking done by the Contractor will be paid for according to 109.04 of the Standard Specifications.

The Local Agency will accept responsibility for the accuracy of the initial control points as provided herein.

- (h) It is not the responsibility of the Local Agency, except as provided herein, to check the correctness of the Contractor's stakes; any errors apparent will be immediately called to the Contractor's attention and s(he) shall be required to make the necessary correction before the stakes are used for construction purposes.
- (j) Where the plan quantities for excavation are to be used as the final pay quantities, the Local Agency will make sufficient checks to determine if the work has been completed in conformance with the plan cross sections.

Responsibility of the Contractor.

- (a) The Contractor shall establish from the given survey points and bench marks all the control points necessary to construct the individual project elements. S(he) shall provide the Engineer adequate control in close proximity to each individual element to allow adequate checking of construction operations. This includes, but is not limited to, line and grade stakes, line and grade nails in form work, and or/ filed or etched marks in substantially completed construction work. It is the Contractor's responsibility to tie in centerline control points in order to preserve them during construction operations.
- (b) At the completion of the grading operations, the Contractor shall set stakes at 25 m (100 ft.) Station intervals along each profile grade line. These stakes will be used for final cross sectioning by the Local Agency.
- (c) The Contractor shall locate the right of way points for the installation of right of way markers. The Contractor shall set all line stakes for the construction of fences by the Contractor.
- (d) All work shall be in accordance with normally accepted self-checking surveying practices. Field notes shall be kept in standard survey field notebooks and those books shall become the property of the Local Agency at the completion of the project. All notes shall be neat, orderly and in accepted form.
- (e) For highway structure staking, the Contractor shall use diligent care and appropriate accuracy. Points shall be positioned to allow reuse throughout the construction process. Prior to the beginning of construction activities, all structure centerlines and pier lines are to be established by the Contractor and checked by the Engineer. The Contractor shall provide a detailed structure layout drawing showing span dimensions, staking lines and offset distances.

Measurement and Payment. This item will be paid for at the contract lump sum price for CONSTRUCTION LAYOUT.

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.



Route F.A.P. Route 0525

Marked Harrison Avenue

Section 02-00518-00-BR

Project No. BRF-525 (106)

County Winnebago

This plan has been prepared to comply with the provisions of the NPDES Permit Number ILR10, issued by the Illinois Environmental Protection Agency for storm water discharges from Construction Site Activities.

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.

Harry W. Zausen  
Signature

December 14, 2006  
Date

SENIOR CIVIL ENGINEER  
Title

1. Site Description

- a. The following is a description of the construction activity which is the subject of this plan (use additional pages, as necessary):

Replacement of existing bridges (Harrison Avenue) over the Canadian National and Burlington Northern Santa Fe Railroads, including reconstruction of associated approach roadways.

- b. 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 (use additional pages, as necessary):

1. Construct traffic cross-overs.
2. Route all traffic to current eastbound bridge.
3. Remove westbound roadway and westbound bridge.
4. Construct westbound roadway and westbound bridge.
5. Final grade embankments and disturbances associated with westbound construction.
6. Restore and seed westbound portion.
7. Route all traffic to new westbound bridge.
8. Remove eastbound roadway and eastbound bridge.
9. Construct eastbound roadway and eastbound bridge.
10. Final grade embankments and disturbances associated with eastbound construction.
11. Restore and seed eastbound portion.

- c. The total area of the construction site is estimated to be 5.40 acres.

The total area of the site that it is estimated will be disturbed by excavation, grading or other activities is 4.50 acres.

- d. The estimated runoff coefficients of the various areas of the site after construction activities are completed are contained in the project drainage study which is hereby incorporated by reference in this plan. Information describing the soils at the site is contained either in the Soils Report for the project, which is hereby incorporated by reference, or in an attachment to this plan.
- e. The design/project report, hydraulic report, or plan documents, hereby incorporated by reference, contain site map(s) indicating drainage patterns and approximate slopes anticipated after major grading activities, areas of major soil disturbance, the location of major structural and nonstructural 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 a surface water.
- f. The names of receiving water(s) and areal extent of wetland acreage at the site are in the design/project report or plan documents which are incorporated by reference as a part of this plan.

## 2. Controls

This section of the plan addresses the various controls that will be implemented for each of the major construction activities described in 1.b. above. For each measure discussed, the contractor that will be responsible for its implementation is indicated. Each such contractor has signed the required certification on forms which are attached to, and a part of, this plan:

### a. Erosion and Sediment Controls

- (i) **Stabilization 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: temporary seeding, permanent seeding, mulching, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures. Except as provided in 2.a.(i).(A) and 2.b., 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 ceased on all disturbed portions of the site where construction activity 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.

Description of Stabilization Practices (use additional pages, as necessary):

1. Erosion Control Blanket
2. Temporary Seeding
3. Final grading and seeding
4. Hydraulically applied mulch

- (ii) **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 silt fences, earth dikes, drainage swales, sediment traps, check dams, 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.

Description of Structural Practices (use additional pages, as necessary):

1. Sediment basin for storm water discharge from watersheds located on east side of bridges.
2. Level spreader for discharge from sediment basin onto railroad right-of-way.
3. Silt fences at bases of steep slopes and other areas of disturbance.
4. Storm drain sediment barriers – proprietary product "Roc-Soc", or approved equal.

b. **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.

- (i) Such practices may include: 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 10-300 (Design Considerations) in Chapter 10 (Erosion and Sedimentation Control) of the Illinois Department of Transportation Drainage Manual. If practices other than those discussed in Section 10-300 are selected for implementation or if practices are applied to situations different from those covered in Section 10-300, the technical basis for such decisions will be explained below.**
- (ii) 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 (use additional pages, as necessary):

1. Riprap

**c. Other Controls**

- (i) Waste Disposal. No solid materials, including building materials, shall be discharged into Waters of the State, except as authorized by a Section 404 permit.
- (ii) The provisions of this plan shall ensure and demonstrate compliance with applicable State and/or local waste disposal, sanitary sewer or septic system regulations.

**d. Approved State or Local Plans**

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 or site permits or 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:

### 3. Maintenance

The following is a description of procedures that will be used to maintain, in good and effective operating conditions, vegetation, erosion and sediment control measures and other protective measures identified in this plan (use additional pages, as necessary):

1. An NPDES permit application (NOI) will be submitted.
2. Weekly inspection reports and inspection reports within 24 hours after every precipitation event with a total accumulated equivalent of rainfall greater than 0.5 inches will be prepared.
3. Incidence of Non-Compliance (ION) forms will be submitted within five (5) days of incident. Corrective action shall be taken within seven (7) days.
4. Traffic Control
5. Dust Control

### 4. Inspections

Qualified personnel shall inspect disturbed areas of the construction site which have not been finally stabilized, structural control measures, and locations where vehicles enter or 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 and areas used for storage of materials that are exposed to precipitation 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. Where discharge locations or points are accessible, they 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 1 above and pollution prevention measures identified in section 2 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 7 calendar days following the inspection.
- 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 4.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 or Resident Technician shall complete and file an "Incidence of Noncompliance" (ION) report for the identified violation. The Resident Engineer or Resident Technician 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 report of noncompliance 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

**5. 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. (Use additional pages as necessary to describe non-storm water discharges and applicable pollution control measures).

1. Concrete truck clean-out. Clean-out from concrete trucks shall be contained as shown on the plans per the Concrete Waste Management Details.
2. Hydrant flushing. No additional action shall be taken.
3. Dust control.



This certification statement is a part of the Storm Water Pollution Prevention Plan for the project described below, in accordance with NPDES Permit No. ILR10, issued by the Illinois Environmental Protection Agency on May 14, 1998.

**Project Information:**

Route F.A.P. Route 0525  
Section 02-00518-00-BR  
County Winnebago

Marked Harrison Avenue  
Project No. BRF-525 (106)

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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Telephone Number

Exhibit 1



## Real Estate

### Sample Insurance Requirements

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Licensee shall, at its own sole cost and expense, procure the following kinds of insurance and promptly pay when due, all premiums for that insurance. The following insurance shall be kept in force during the life of this Agreement:

- Commercial General Liability Insurance
- Business Automobile Liability Insurance
- Worker's Compensation Insurance
- Railroad Protective Liability Insurance (during construction or maintenance only)

The limits of coverage under each of the required insurance policies will be based on the activity and risk involved with the specific project. Specific insurance requirements will be provided to you in the agreement covering your project when it is approved by the Railroad.

Exhibit 2



## Real Estate

### Temporary Use of Railroad Property - Procedures

The permitting process for seismic and vibrosis survey requests, movie productions, and other projects involving temporary use of railroad property is as follows:

1. A non-refundable application fee in the amount of \$545.00 must accompany your completed Application for Right of Entry [7K PDF file] form sent to the appropriate Real Estate Manager. Please make payable to Union Pacific Railroad Company, with the Federal Tax Identification No. 94-6001323.
2. If possible, please provide a city, county or topographical map of the area, showing the proposed installation. If you require a railroad right of way map to locate your right-of-way use location, such a map may be obtained (a fee may be required) from:
  - o Sandra Robertson  
Engineering Map Area  
Union Pacific Railroad Company  
Phone: (402) 501-4941  
Fax: (402) 501-4932
3. When using a street name on the application, which has been changed, please include the current name as well as any previous name. Many of the old railroad company maps do not reflect these name changes.
4. Please refer to the information on Fixed Object Identity for examples to assist you in locating "fixed objects."
5. The information on Identifying Railroad Mile Post Locations will assist in locating mile post markers, which are helpful in establishing the location of the proposed site or installation.
6. Union Pacific's Real Estate Department is the initial contact for all right of entry requests. Applications should be submitted by U.S. mail, or express mail to the Pipeline, Wireline, Right of Entry and Drainage Contacts
7. The application should be accompanied by all of the items listed in the Temporary Use Checklist before your request can be given an initial review. Incomplete applications will halt processing.
8. The normal turn-around time for processing applications is now running between 30-45 days. Please allow sufficient time for the handling of your request. Please do not call within the initial 30 days of receipt of your request for the status of your application. Time in answering your phone calls only delays the processing of your request as well as all other requests from other applicants.
9. **Rush Handling:** If you require rush handling of your application, please complete and return the right of entry application form, the Rush Handling form [5K PDF] found elsewhere in this section, and a check in the amount of \$3,600.00 (\$3,055.00 for rush handling & \$545.00 for application fee), and enclose all in an envelope labeled "RUSH." Please note that not all projects are eligible for Rush Handling.
10. Before you enter the railroad company's right of way, the following must be completed:
  - o All agreements **must be executed** by the applicant and the railroad company. A copy of the executed agreement must be within the applicant's

- possession before entering the railroad company's right of way.
- o **Verbal Authorizations will not be permitted or granted.** Generally, a minimum of 48 hours' advance notice after execution of an agreement will be required prior to entry.
  - o License fees and insurance certificates, if required, must be submitted at the time you execute and return the agreement.
  - o Clearance and approval from the railroad company's Fiber Optic Cable Hotline (800) 336-9193.
  - o Arrangements must have been made with the railroad company's local manager of track maintenance, as listed in the agreement, for flagging protection (if required).
  - o You will be required to obtain Railroad Protective Liability Insurance. This may be purchased from an insurance agent of your choice, or you may be eligible for inclusion in UPRR's Railroad Protective Liability Insurance program.
  - o If a Contractor is employed by the Licensee to perform any of the agreed to activities under the Right of Entry Agreement, that Party will need to complete and return the Contractor's Endorsement Form and submit along with a \$500 Administrative Fee and a copy of their General Liability Insurance certificate meeting the specified coverages as shown in the License Agreement. A Railroad Protective Liability Insurance policy must be in procured by the Licensee OR its Contractor.
11. The terms of the railroad company's standard agreements are non-negotiable. Please do not attempt to make any changes to the agreement or request alteration to any of the terms and/or provisions to the agreement.

Exhibit 3



## Real Estate & Utility Specifications

### Temporary Use Checklist

#### In Order for Your Right of Entry Request to Be Processed

The following is a checklist of the items that you will need to send to us. If we do not have all of the necessary information, or if it is incomplete, we will be unable to process your request.

\_\_\_\_\_ **Rush Handling Form [4K PDF]**

Required if rush handling is requested. Include a check in the amount of \$3,055.00 for rush handling fee.

\_\_\_\_\_ **Completed Application for Right of Entry [7K PDF]**

Include a check in the amount of \$545.00 for the application fee.

\_\_\_\_\_ **Contractor's Information**

Required in all cases where a contractor will be used.

\_\_\_\_\_ **Site Plan**

Showing locations of all property you wish to enter (including all proposed bore holes and all other testing locations and/or facilities) to identify the specific location of the Right of Entry area.

\_\_\_\_\_ **USGS Map**

An expanded view showing the work area and street names.

\_\_\_\_\_ **Railroad Protective Liability Insurance**

Railroad protective insurance can be obtained from your commercial insurance carrier. In certain cases, **Railroad Protective Liability Insurance** is also available from Union Pacific Railroad Company. In all cases, general public liability insurance, automobile liability insurance, and workers' compensation insurance will also be required. You do not need to submit insurance information or certificates at the time of application, but you will need to submit proof of all required coverage with the agreement we send for your execution.

#### **Please Note:**

This process is **not** to be used for environmental testing or remediation projects. If your project has any environmental aspects, please use the "Application for Environmental Right of Entry Agreement" found in the **Environmental Cleanup or Access** section.

#### **Viewing/Printing PDF Files**

To view PDF files you will need the Adobe Acrobat Reader plug-in. If you do not have this plug-in, it is available as a free download from the **Adobe Web site**.

RUSH .....RUSH ... RUSH ....RUSH.... RUSH

We cannot begin processing your RUSH request until the Application is completed in its entirety. Failure to do so adds to our processing time.

Examples of projects that CANNOT be handled as RUSH:

- Projects that do not meet our minimum engineering requirements or require a detailed engineering review.
- Longitudinal encroachments.
- Environmental right of entry.
- Drainage modification.
- Road crossings.

YES!! This is a rush project. Enclosed is my check in the amount of \$3055.00. Please process this request promptly.

I understand that this is a non-refundable \$3,055.00 handling charge, and for this amount you will review my request and forward a response to me within five (5) business days. This handling charge is in addition to any license fees or charges, and by accepting this fee UPRR is not making a commitment to approve this request.

I understand that a fully-executed License is still needed before construction can begin; I must still provide the Railroad's local representative a 10-day notice before construction, and I must also contact the Railroad's Fiber Optic Department at 1-800-336-9193.

This is the date the License is to be mailed from UPRR for execution.  
(Minimum two (2) business days after receipt of a completed application.)

\_\_\_\_\_ I would like the agreement sent to me by next day delivery.

\_\_\_\_\_ I would like the agreement faxed to me for execution.

My fax number is \_\_\_\_\_  
Duplicate originals will follow in the mail for execution.

\_\_\_\_\_  
Company

Signed

Date

Union Pacific Railroad Company  
Real Estate Department  
1400 Douglas Street STOP 1690  
Omaha, NE 68179-1690

Please indicate "RUSH" on the outside of your envelope.

RUSH .....RUSH ... RUSH ....RUSH.... RUSH

# APPLICATION – RIGHT OF ENTRY

(Please allow 30-45 days for processing)

1. Name of Licensee \_\_\_\_\_  
*(Exact Name of the Owner of the Utility)*  
State of Incorporation \_\_\_\_\_; if not incorporated, please list entity's legal status  
\_\_\_\_\_
2. Address, email, phone and Fax number of Licensee  
\_\_\_\_\_  
Email \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_
3. Name, address and phone number of individual to whom agreement is to be mailed  
*if different than Item 2.*  
\_\_\_\_\_  
\_\_\_\_\_
4. Contact information for individual to contact in the event of questions.  
\_\_\_\_\_  
Email \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_
5. Project site location:  
\_\_\_\_\_  
*(City, County and State)*
6. Railroad site location information:  
\_\_\_\_\_  
*(Railroad Mile Post, Subdivision, or any other pertinent location detail.)*
7. Time period for your project use of Railroad Company's property:  
Start Date: \_\_\_\_\_ Stop Date: \_\_\_\_\_
8. Will there be any activity or equipment within 25 feet of a Railroad track in connection with this property?  
 No  Yes *(If Yes, a Flagman will be required on site at your cost.)*
9. Will there be any excavation involved?  
 No  Yes *(If Yes, include shoring plans within Railroad standards.)*

10. Purpose of your request:  
*(This must be detailed & complete; attach engineering plans, shoring plans and any pertinent supporting details, including maps or prints.)*

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- Additional Fees and charges may be applicable to your request. These changes cannot be determined until your project is approved.

**UNION PACIFIC RAILROAD  
1400 DOUGLAS STREET MS 1690  
OMAHA NE 68179**

# MARSH

## APPLICATION FORM RAILROAD PROTECTIVE LIABILITY INSURANCE

**DO NOT submit unless all mandatory (\*) fields are complete.**

- 1. \*Name of Union Pacific Representative
- \*Telephone Number  \*E-Mail Address
- 2. \*UPRR Contract Folder Number #####-##

**Note: Separate applications must be completed for each folder assigned**

- 3. Description of Operations

4. Please Complete Either Section A OR Section B OR Section C Below:

### Section A. Traverse Installation

If Project is Traverse Installation

### Section B. Longitudinal (Parallel) Installation

Overhead or Underground, use the drop down arrow to select the linear feet.

Overhead  Underground

### Section C. Other Construction Project - Total project cost cannot exceed \$10,000,000

- Subsurface Soil/Sediment sample
- Hand Held Auger Borings
- Soil Gas Survey Points
- Boring Drilled w/Soil Samples
- Other Construction Project (Describe Fully)
- Temporary Monitoring Wells
- Recovery System & Above Ground Equipment
- Recovery Well w/Above Ground Equipment
- Temporary Piezometer Wells

Project Cost Within 50'RR Property  Total Project Value

5. \*Job Location

6. Start and End Date of Work Within RR Right-of-Way Begin  End

7. Name on Certificate of Insurance

Mailing Address  City, State, ZIP

Phone Number  Fax Number  E-Mail

8. Name of Involved Governmental Authority or General Contractor

9. Cost of Railroad Protective Liability Coverage for this Project:  
Please enter amount from A, B, or C above. **THIS IS YOUR TOTAL**

**\*THIS COVERAGE WILL NOT BEGIN UNTIL BOTH ITEMS BELOW ARE RECEIVED BY MARSH USA**

1. A Check Payable in the amount quoted in Item #9 above  
Payable to: MARSH, USA  
PO BOX 419105  
KANSAS CITY, MO 64141-6105

2. This completed and signed application

Applicant Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_



Exhibit 7

## Real Estate

# Railroad Protective Liability Insurance - For Projects Under \$10,000,000

## Overview

When working within Union Pacific Railroad's right of way, your company will be required to obtain Railroad Protective Liability Insurance for the project.

Obtaining this insurance for smaller projects can be a time-consuming and costly purchase for the contractor. With the Railroad Protective Liability Program made available by Union Pacific through a national broker, your company may save both time and money. In as little time as it takes to complete a single-page application and send a check, the Railroad Protective Liability coverage is in place. We consider this program a time saver in obtaining Railroad Protective Liability insurance.

## Current Rate Schedule

All projects commenced after August 1, 2005 that are included in the Railroad's Railroad Protective Liability Insurance Program will be subject to the following rates:

### Section A

Installation of overhead wire and underground wire or pipe.

#### TRAVERSE INSTALLATIONS

Overhead	Underground	Open Cut
\$1,600	\$1,800	\$1,480

### Section B

#### LONGITUDINAL (PARALLEL) INSTALLATIONS

Length (in feet)	Overhead	Underground
0 - 250	\$1,600	\$1,800
251 - 500	\$1,700	\$1,900
501 - 1,000	\$1,800	\$2,050
1,001 - 2,000	\$2,000	\$2,250
2,001 - 4,000	\$2,475	\$2,725
4,001 - 6,000	\$2,700	\$3,000

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6,001 - 8,000	\$2,900	\$3,150
8,001 - 10,000	\$3,050	\$3,350
Over 10,000 must be submitted for rating and approval.		

## Section C

### Construction not including wire and pipe installation:

Construction includes parking lot construction, station or building repair, maintenance work, weed control, cutting or spraying, seed planting, grass cutting; signal repair, bridge painting, installation or private grade crossings, bridge maintenance, landscaping, rock scaling, building and demolition, spur and sidetrack construction, maintenance or repair; grade crossing maintenance and sign board construction, bridge surface repair, survey work, test borings and bridge inspection.

Full contract value shall not exceed \$10,000,000.

CONTRACT VALUE WITHIN 50' OF UP PROPERTY	PREMIUM
0 - \$1,250,000	\$3,400
\$1,250,001 - \$2,500,000	\$5,100
\$2,500,001 - \$3,500,000	\$10,000
\$3,500,001 - \$5,000,000	\$17,400
\$5,000,001 - \$6,000,000	\$20,300
\$6,000,001 - \$7,000,000	\$23,700
\$7,000,001 - \$8,000,000	\$27,040
\$8,000,001 - \$9,000,000	\$30,400
\$9,000,001 - \$10,000,000	\$33,800

If you elect to take advantage of the program, please **do not** send your application for this insurance coverage to the Union Pacific Railroad. The Railroad Protective application and premium must be sent to Marsh USA, at the following address:

Marsh USA  
P. O. Box 419105  
Kansas City, MO 64141-6105

For overnight deliveries use the following address:

Marsh USA  
2405 Grand Blvd.  
Suite 1500  
Kansas City, MO 64108

Contact Marsh, USA with any coverage or premium questions:

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Phone: (800) 729-7001

Fax: (816) 556-4362

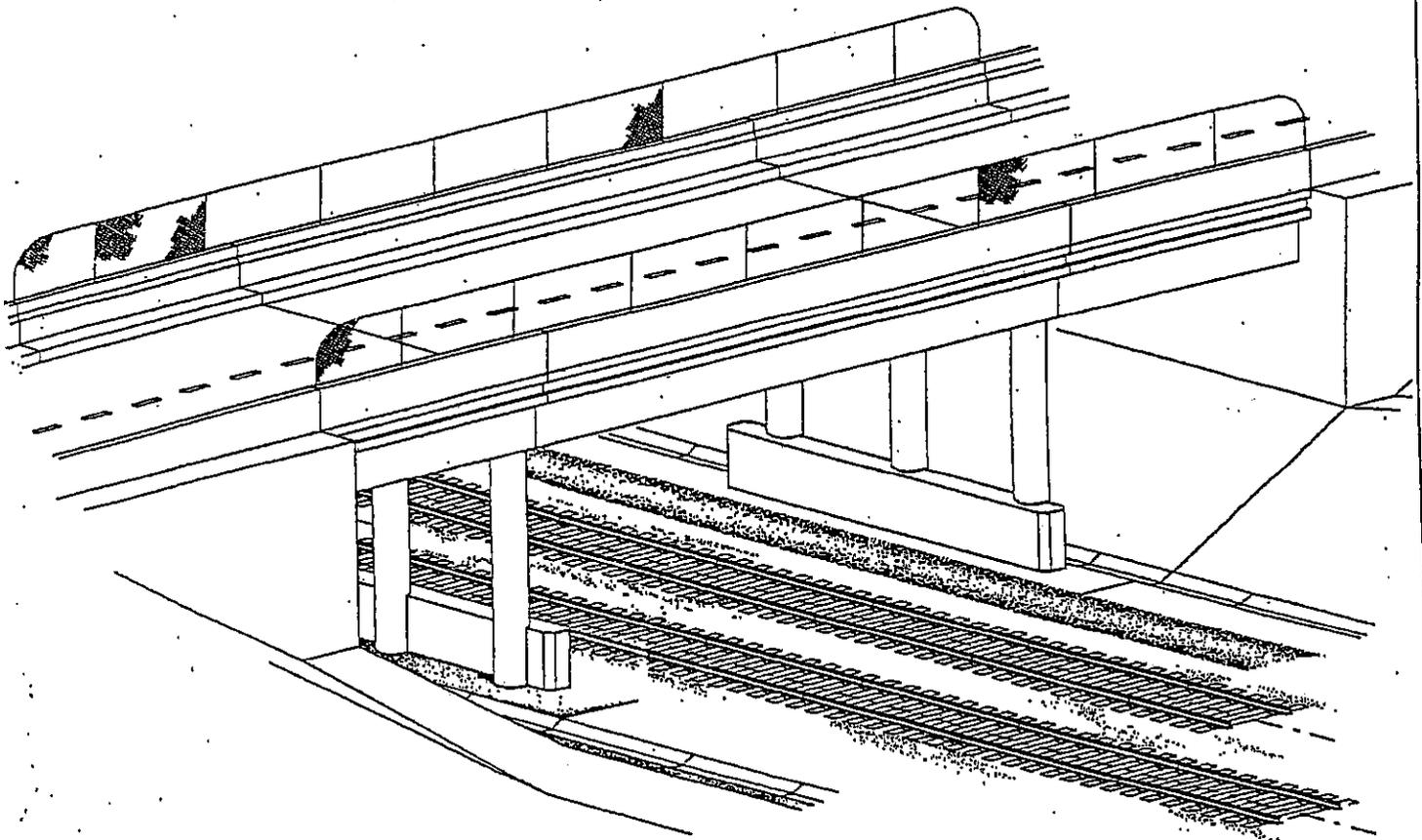
Attn: Michael McGrade  
Cindy Long

e-mail address: michael.mcgrade@marsh.com

e-mail address: cindy.long@marsh.com

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# GUIDELINES FOR DESIGN OF HIGHWAY SEPARATION STRUCTURES OVER RAILROAD (OVERHEAD GRADE SEPARATION)



# UNION PACIFIC RAILROAD

OFFICE OF CHIEF ENGINEER DESIGN  
1416 DODGE ST.  
OMAHA, NE 68179

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# UNION PACIFIC RAILROAD COMPANY

## OVERHEAD GRADE SEPARATION STRUCTURES

### I PURPOSE AND SCOPE

The intent of this guideline is to inform public agencies, design engineers, and contractors of Union Pacific Railroad Company's current standards and requirements concerning design and construction of new or modified existing grade separation overhead structures.

To avoid delays during construction, especially in corridor lines with large railroad traffic volumes, Union Pacific Railroad recommends the use of prefabricated type structures that will minimize track interference and not require track outages during construction.

Design of overhead structures over corridor lines with large railroad traffic volume should include a sequence of construction, which does not require train service interruption. Agencies should consult with the Manager of Industry and Public Projects during the early stages of the design process to determine the operating requirements, volume of train traffic and the possibility of securing track windows for the proposed design and method of construction. If track windows are requested, the Manager of Industry and Public Projects shall consult with the Service Unit Superintendent and submit to the Manager of Structures Design any arrangements for windows or schedules that are worked out during the plan submittal. **Keep in mind that Union Pacific Railroad will not commit to something that it will not be able to keep in the future due to changes of traffic patterns or operational needs.**

The public agency or their representative shall provide information requested on the attached data sheet, to the Manager of Industry and Public Projects of the district where the project is located, in the preliminary stages of the project. See Data Sheet, Appendix A.

It is recommended that the agency or their representative complete the attached Overhead Submittal Checklist and submit to the Manager of Industry and Public Projects with preliminary or final plans of the project. See Overhead Submittal Checklist, Appendix A.

The requirements addressed in this guideline should be followed for all

structures over the Union Pacific Railroad tracks or structures constructed within the Railroad right-of-way. Compliance with the requirements herein will expedite the design review approval, and construction review submittals.

## II STANDARD DRAWINGS AND GUIDELINES

Design and construction of overhead grade separation structures shall comply with the following standard drawings and guidelines:

### 1. Standard Drawings – APPENDIX B

The following standard drawings shall be used for design and construction of overhead structures:

- a) Union Pacific Railroad Standard Drawing No. 0035 "Barriers and Clearances to Be Provided at Highway, Street, and Pedestrian Overpasses", current issue. See Appendix B.
- b) Union Pacific Railroad Standard Drawing CE # 106613 "General Shoring Requirements", current issue. See Appendix B.
- c) Union Pacific Railroad Standard UP- OH1 "Barriers, Fences, and Splashboards to Be Provided at Highway, Street, and Pedestrian Overpasses", current issue. See Appendix B.
- d) Union Pacific Railroad Standard UP- OH2 "Typical Sections at Abutment Slope", current issue. See Appendix B.

### 2. Guidelines

The following Union Pacific Railroad Guidelines are separate documents and shall be used during the construction of the Overhead structures as required.

Plans or special provisions of the project should refer to them or include them in the bid documents:

- a) Falsework – "Guidelines for Design and Construction of Falsework for Structures over Union Pacific Railroad".
- b) Shoring – "Guidelines for Design and Construction of Shoring Adjacent to Active Union Pacific Railroad Tracks".

- c) Demolition – "Guidelines for Preparation of a Bridge Demolition and Removal Plan over the Union Pacific Railroad".

### III UNITS

Grade Separation overhead structures that require use of metric units shall indicate all controlling dimensions in dual units. English units to be shown in parenthesis.

Controlling dimensions or elevations refer to but are not limited to the following:

- a) Horizontal and vertical clearances.
- b) Track spacing, Railroad right-of-way, track stationing.
- c) Span length, width and depth of superstructure elements.
- d) Size and limits for barrier rail or splashboards, and fences.
- e) Location and elevation of underground or aerial utilities and their relocation adjustments if required.
- f) Size, elevation and location of pier or abutment footings for spans adjacent to railroad tracks.
- g) Size of structure supports (pier or abutment walls, columns).
- h) Size and elevations of pier protection walls if required.
- i) Shoring location and their limit if required.
- j) Top of rail elevation under structure and grade profile.
- k) Size and location of drainage structures and ditches.
- l) Temporary construction vertical or horizontal clearances if required.

Plans shall be rejected if required controlling dimensions are not shown or not shown properly.

### IV NEW OR MODIFIED STRUCTURES

New overhead structures are defined as any structure being constructed over the Railroad tracks at a location where no crossing currently exists or replace an existing at grade crossing. All new structures shall be designed to provide for one or more future tracks as required for long range planning or other Railroad operating requirements and additional room for an access roadway. Where provisions are made for more than two tracks, space is to be provided for access roads. Designer should consult with Manager of Industry and Public Projects first and or the Director of Project Design in Omaha for the track requirements at each location. The Manager of Industry and Public Projects should not be bypassed on any discussions. The current issue of Union Pacific Railroad standard drawing 0035 indicates only minimum requirements.

Modified existing structures are defined as those structures being modified or

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replaced with a new structure. All modified structures shall comply with the applicable minimum requirements shown on the current issue of Union Pacific Railroad standard drawing 0035, when the following modification to the structure is proposed:

STRUCTURE MODIFICATION	COMPLY WITH REQUIREMENTS FOR
Total deck replacement	Fence, Splashboards, Lighting, if applicable
Total replacement of existing railing	Fence, Splashboards
Total replacement of superstructure	Vertical clearances, Fence, Splashboards, Lighting, if applicable
Total replacement of existing structure	Treat replacement structure as <b>New</b> structure
Widening deck of existing superstructure	Fence, Splashboards, Lighting, if applicable
Widening existing structure	Provide Pier protection walls if required or modify existing walls to comply with current <b>AREMA</b> requirements
Multiple parallel structures	Treat each structure as an individual structure

## V PERMANENT CLEARANCES

It is preferable on all new overhead bridge structures to have all piers and abutments located outside the Railroad's right-of-way and parallel to the tracks. Permanent clearances shall comply with current issue of drawing 0035, with provisions for future tracks, access roads, and drainage ditches.

Any variation of horizontal or vertical clearances shall be treated as a special case and will require approval by the Chief Engineer Design.

### A. VERTICAL CLEARANCES

Minimum permanent vertical clearance shall be twenty-three (23) ft. above the top of rail for **ALL** tracks and at any location under the structure. Additional vertical clearances may be required for features beyond those shown in the standard drawing; such as correction of sag in the track, track raise, construction

requirements, and future track raises (within the next five years).

Design plans shall prominently display a note stating: "The elevations of the existing top-of-rail profile shall be verified prior to beginning construction. All discrepancies shall be brought to the attention of the Chief Engineer Design and corrected prior to construction.

The minimum horizontal and vertical clearances as well as the existing clearances of structures to be rehabilitated or replaced shall be indicated on the General Plan and Elevation.

## B. HORIZONTAL CLEARANCES

Layout of ALL overhead structures shall provide ample space for access roadway at least on one side of the track. For multiple tracks, space is to be provided for access roadway on both sides and in between tracks if required by the Service Unit Superintendent for servicing trains. Designer to consult with the Manager of Public Projects for the requirements and location of access roadway.

Minimum horizontal clearance on tracks without access road shall be eighteen (18) ft. to the face of pier protection wall, and twenty-five (25) ft. on tracks with access road. Horizontal clearances are for tangent tracks and correspond to the perpendicular distance from centerline of the track to the face of support or pier protection wall.

The layout of proposed structure shall take into consideration the following:

1. Future tracks and their relative location.
2. Spreading of tracks and direction of spread.
3. Location of access road.
4. Location and size of drainage ditches.
5. Location of existing or relocated utilities.
6. The minimum horizontal clearance requirement is for tangent track layout. Horizontal clearances shall be increased per AREMA requirements when any part of the structure is located within eighty (80) ft. section of curved track.

## VI CONSTRUCTION CLEARANCES

### A. VERTICAL CLEARANCE

The minimum temporary construction clearance to any falsework part shall be twenty-one (21) ft. vertically above the top of the highest rail. Falsework designers must check the supporting members for deflection and allow for said deflection, with a factor of safety, during erection of the falsework, construction, and the removal of falsework elements. **Dropping of falsework or any other construction material on the tracks is not permitted.**

### B. HORIZONTAL CLEARANCE

The minimum temporary construction clearance to any falsework part shall be twelve (12) ft. from the centerline of the nearest track measured perpendicular to said track.

Temporary horizontal clearances shall be adjusted per **AREMA** requirements when structures are located within eighty (80) ft. of a curved track.

Greater clearances may be required for special cases to satisfy local operating conditions. Designer shall consult with the Manager of Industry and Public Projects for locations where additional clearance is required.

Temporary vertical and horizontal clearances shall be shown on the plans for all overhead structures.

**No variation to any temporary clearances (vertical or horizontal) will be allowed without written authorization from the Chief Engineer Design.**

## VII SAFETY BARRIER AND SPLASHBOARDS

Designers of overhead structures shall provide means of protecting Railroad facilities and to maintain the safety of employees below the structure from snow removal activities and errant vehicles.

**ALL** structures where snow removal is being performed shall have splashboards as indicated in Union Pacific Railroad standard drawing 0035. Structures requiring snow protective devices shall have a high solid barrier railing of 3'-6" minimum height or a combination of a lower solid barrier railing and splashboards on top for a total height of five (5) ft. For details see current issue of drawing 0035 and drawing UP - OH1 Appendix B.

A variance to the solid 3'-6" high barrier railing or splashboards which is based on not removing snow laterally from the bridge will require a clause to that effect in the agreement between the Agency and the Railroad. **Final plans shall not be approved without copy of such agreement between the Agency and Railroad.**

The limits of snow protective devices shall extend to the full length of Railroad's right of way or a minimum of twenty-five (25) ft. beyond the centerline of exterior track or access road. Addition of future tracks shall require the lengthening of the snow protective devices at the expense of the agency.

Standard solid barrier rail will be acceptable on structures where snow removal is not performed.

**Types of barrier railing or combination of barrier railing and splashboards and their limits on the structure shall be clearly shown on the plans.**

## VIII SAFETY FENCES

Designers of overhead structures shall provide means of protecting Railroad facilities and the safety of their employees below from objects being thrown from above by pedestrians or passing motorists.

Fence shall be provided on both sides of **ALL** overhead structures. For types of fences see current issue of standard Union Pacific Railroad drawing 0035 and drawing **UP - OH1** Appendix B.

Designer shall provide eight (8) ft. high curved fence or ten (10) ft. high straight fence on the side of walkway and a combination of barrier rail and fence of total height of ten (10) ft. on the side without walkway.

Keep in mind that the protection and safety of rail operations and the Union Pacific employees that may be working on the ground beneath the bridge is absolutely paramount. Any variance to fence requirement above shall not be granted unless the Manager of Industry and Public Projects consults with local Director of Track Maintenance (DTM) and his concurrence is submitted to the Manager of Structures Design with the plans for approval.

If variance is granted a clause in the Agreement between the Agency and the Railroad shall be included that the Agency shall provide for future installation of fencing at the Agency's expense if deemed necessary by the Railroad.

Aesthetics shall not be cause for not meeting the safety requirements.

The Chief Engineer Design will consider ornamental fencing with a maximum gap of four (4) inches and meeting the minimum height requirements above.

The limits of protective fence shall extend to the full length of Railroad's right of way or a minimum of twenty-five (25) ft. beyond the centerline of outermost track or access road. Any addition of future tracks shall require the lengthening of the safety fences at the expense of the agency.

**Types of fences and their limits shall be shown on the plans.**

## **IX PARALLEL STRUCTURES**

Parallel structures which are up to two (2) ft. apart shall not require safety fence or snow protective devices at their interface. Structures which are more than two (2) ft. apart shall be treated as individual structures and the required safety protective devices (barrier, splashboards, and fences) shall be provided.

## **X PIERS**

All piers and abutment slopes shall be located so that they do not interfere with the drainage ditches or the natural drainage features of the area. Where conditions make this impractical, an explanation of such conditions shall be submitted along with the drainage plans and supporting calculations to the Office of the Chief Engineer Design for approval.

Anticipated location of piers located within twenty-five (25) ft. from centerline of the nearest existing or future track shall be designed with pier protection wall. Footings shall be placed in such a location, where construction shoring will conform to CE 106613 minimum excavation distances.

Pier footings within twenty-five (25) ft. of the nearest track centerline shall be a minimum of six (6) ft. below base of rail. This will not restrict Railroad from modifying longitudinal drainage system in the future or from providing unobstructed area for placing, signal, fiber optic lines or other buried utilities.

Drilled shafts within the influence of track surcharge shall be designed with temporary casing to protect track against cave-in, subsidence and/or displacement of surrounding ground. Casing shall be designed for live load due to the railroad surcharge in addition to all other loads.

Drilling of shafts or shoring construction for footings within the influence of track surcharge shall not proceed without the approval from the Chief Engineer Design. For limits of track surcharge influence refer to Union Pacific Railroad Standard

## XI PIER PROTECTION WALLS

Piers supporting bridges over railways and with a clear distance of less than twenty-five (25) ft. from centerline of nearest or centerline of anticipated future track shall be of heavy construction or shall be protected by a reinforced concrete protection wall.

Design of pier protection wall shall comply with the requirements of **AREMA** Chapter 8, Part 2 Section 2.1.5.1. See Commentary of this section on **AREMA** specifications and Figure C-1 for additional details.

In locations where tracks are on both sides of pier and are less than twenty-five (25) ft. from centerline of adjacent tracks both sides of the pier shall be protected with protection walls.

If pier design requires column isolation, the pier protection wall shall be designed to resist the impact and redirection of equipment in case of derailment, supported on an independent footing.

ALL replacement or modified structures shall comply with the **AREMA** requirement for pier protection walls.

In locations where pier columns and protection walls interfere with drainage, openings must be provided in the wall for the drainage to ditches or drainage facilities must be provided to collect and dispose water to the drainage system. Openings in the pier protection wall must be lower than the track subgrade elevation and must drain away from the track.

**AREMA** defines pier of heavy construction as: "Piers shall be considered of heavy construction if they have a cross-sectional area equal to or greater than that required for the pier protection wall and the larger of its dimensions is parallel to the track". For a single column the minimum cross-sectional area is 30 sq. ft. (12' length x 2.5' width = 30 sq. ft.). Columns with 30 square ft. area must have the larger dimension parallel to the track (such as 5' x 6' column with the 6' dimension parallel to the track is considered as heavy construction column). Round columns may not meet the heavy construction criteria.

## XII ADJUSTMENT TO UTILITIES

Existing underground or aerial facilities interfering with new structure shall be placed underground and away from the bridge structure. Relocation of utilities shall be

performed by the owners of the utility at the sole expense of the Agency.

Relocation of non-railroad owned utilities or communication lines shall be coordinated with the owners and submitted to the Union Pacific Real Estate Department for handling.

Any Fiber Optic adjustments shall comply with current Union Pacific Railroad Fiber Optic Rules Construction and Engineering Standards Manual. For more information call 1-800-336-9193.

### **XIII ABUTMENT SLOPES**

To prevent embankment material from sloughing and drainage waters from undermining track subgrade, end slopes of abutments adjacent to railroad tracks shall be protected with paved slopes.

Paved slopes shall extend two (2) ft. past the face of abutment wall and terminate with either a curb or gutter to divert runoff. Paving shall consist of a prepared sub-base and filter fabric with a minimum of four (4) inches thick reinforced concrete or grouted rip-rap placed on prepared sub-base and filter fabric. Asphalt pavement for slope protection shall be considered only if proper design and method of installation is submitted or covered in the special provisions.

Toe of slopes shall terminate at the bottom of drainage ditches and must have a cut-off wall as required to protect slope from drainage erosion.

Slope layout shall provide for a minimum drainage ditch or ditches required by hydraulic studies in the area. See drawing **UP - OH2** for details Appendix B. At all times the toe of slope shall be below the finished track or roadway subgrade and provide a ditch for positive track drainage.

If layout of abutments, piers, or columns with crash walls interfere with the drainage ditches, the designer shall provide other means of handling the longitudinal drainage issues based on the local drainage study.

**Track drainage ditch limits shall be shown to scale on the project plans and show the distance from centerline of nearest track. A typical cross section detail shall be shown on the plans depicting the intersection of slope and drainage ditch.**

#### XIV DRAINAGE AND EROSION CONTROL FROM STRUCTURE

Maintaining the existing drainage and providing for future drainage improvements is of the utmost importance in layout of overhead structures.

Drainage from structure shall be diverted away from the Railroad right-of-way at all times. Scuppers from deck shall not be permitted to discharge water onto the track or roadway areas at any time. If drainage of deck uses downspouts in the columns, then they shall be connected to the storm drain system or allowed to drain into drainage ditches. Concrete splash block or aggregate ditch lining will be required at the discharge area of downspouts. Downspouts shall be behind the face of the piers and their outflows drain into drainage ditches.

If structure drainage is carried outside the Railroad right-of-way and does not change the drainage conditions within the Railroad right-of-way then improvement of existing drainage will not be required.

**If the proposed bridge structure will not change the quantity and/or characteristic of the flow in the railway's ditches and/or drainage structures; the plans shall include a general note stating so.**

Drainage plans shall be included with the plan submitted for review. These plans must include hydrologic computations indicating the rainfall intensity and duration of the design storm used as well as the method of analysis. Drainage structures shall be designed for a 100-year flood event so that the water surface elevation does not exceed the track subgrade elevation. Where project design calls for the drainage flow to increase through the railroad right-of-way, methods must be developed to carry the additional flow.

Lateral clearances must provide sufficient space for construction of the required standard ditches parallel to the standard roadbed section.

When the proposed construction will change the quantity and/or characteristic of flow in the existing ditches, the ditches shall be modified as required to handle the increased runoff. The size of ditches will vary depending upon the flow and terrain and should be designed accordingly.

In order to evaluate the impact of the new structure relative to existing site drainage, cross sections perpendicular to the centerline of track shall be submitted along with the drainage plans. Cross sections should be submitted to adequately depict the site condition, however, a minimum of five (5) cross sections on each side of structure will be required at 50' intervals. The existing or proposed railroad ditch and the proposed toe of slope shall be shown on the applicable cross sections.

Approval of the drainage plan does not relieve the submitting agency and/or designer of ultimate responsibility and liability for the adequacy of the drainage design.

## XV LIGHTS

Designer to provide lighting for ALL new overhead or modified structures exceeding eighty (80) ft. of superstructure width, except if such structure are located in rural area. Lighting shall be provided also for structures of less than eighty (80) ft. widths in areas that switching is performed, high vandalism or trespassing has been experienced.

Designer to provide temporary lighting for ALL falsework designs irrespective of the superstructure width in areas that switching is performed, trespassing or vandalism has been experienced in the past.

The minimum design criteria shall be that designer maintain an average of one (1) foot-candle for area under the structure at the Union Pacific Railroad tracks. Use Holophane module 600 underdecking type luminaries or equal as required. Fixtures shall be installed on the column walls or caps of the overhead structure without reducing the minimum clearances.

Maintenance of lights shall be the responsibility of the agency. Access to perform any maintenance for lights shall be coordinated with the local Service Unit Superintendent or his representative.

Structures with separation over ten (10) ft. from each other shall be considered as independent structures for the purposes of lighting. 10'-10"

## XVI REVIEW SUBMITTALS

Submittals for design and construction of Grade Separation projects shall be coordinated and submitted through the Manager of Industry and Public Projects of the region in which the project is located. To expedite reviews, submittals must be complete, clearly explained and orderly. The Manager of Structures Design shall review overhead structures in the office of the Chief Engineer Design and/or through an outside consultant at the expense of the owner.

Prior to any review, Manager of Industry and Public Projects shall receive authorization from the agency agreeing to pay all review costs for the design and construction phases of the project. Once such an agreement is established, Manager of Industry and Public Projects shall request and secure an internal Work

Order to cover review expenses. Review expenses shall include all costs for in house personnel and/or consultants retained by the Railroad for the purpose of review of that particular project. All reasonable costs incurred by the Railroad during the plan review process and construction phase of the project will be fully recoverable from the agency.

## XVII PRELIMINARY SUBMITTAL

Plans for preliminary overpass bridge submittal shall include the following:

For each overhead structure the milepost and direction shall be shown on the plans. Items shown as left or right in the checklist are referenced facing the increasing milepost. Milepost and direction shall be shown on the General Layout Sheet. Designer to consult with Manager of Public Projects for the correct milepost and increasing direction.

### Plan:

Plan view shall indicate at least the following items:

- a) Union Pacific Railroad Company right-of-way.
- b) Footprint of proposed structure including existing structure if applicable.
- c) Indicate the position of all railroad tracks and identify each track as mainline, siding, spur, etc.
- d) Indicate minimum horizontal clearances and track spacing of all existing and/or future tracks.
- e) Indicate location of ALL access roadways.
- f) Footprint of footings with the minimum clearance from centerline of adjacent or future track shall be shown on the plans.
- g) Indicate the minimum clearance requirement for shoring.
- h) Locate and show all existing facilities and utilities and their proposed relocation if required.
- i) Indicate location of access roadways.
- k) Show drainage ditches and direction of flow.

- l) Indicate minimum structure separation for parallel structures.
- m) Indicate milepost and increasing direction.
- n) Indicate point of minimum vertical clearance, and location from the nearest track.

**Elevation:**

Elevation view shall indicate at least the following items:

- a) Minimum vertical track clearances taken from top of rail.
- b) Track elevation for all tracks.
- c) Pier footing within 25' of the nearest existing or future track location shall be six (6) ft. below base of rail.
- d) Indicate top of pier protection wall elevation relative to top of rail elevation.
- e) Show elevation of existing or relocated utilities.
- f) Show slopes and specify type of paving. Toe of slope shall be shown relative to drainage ditch and top of subgrade.
- g) Show ditches for drainage. Provide enlarged scaled detail showing the correlation of slope pavement, ditch, and track or roadway subgrade.
- h) Limits of fencing and protective railing or splasboards.

**Typical Section:**

Typical section shall indicate at least the following items:

- a) Structural components of superstructure shall be shown on the plans.
- b) Type of railing and fencing and their heights.
- c) Indicate pier outline and pier protection wall. Additional cross section may be required to show crash wall design.

**Track Profiles:**

The profile of the existing top of rail (1000 ft. each side of proposed structure) shall be shown on the plans.

Variance to this requirement shall be granted only if local Director of Track Maintenance concurs that the existing track grades and proposed 23' vertical clearance is satisfactory for any future ordinary track maintenance raises. Manager of Industry and Public Projects will consult with the Director of Track Maintenance and submit recommendations to the Manager of Structure Design with the plan submittal or variance request for track grade requirement.

**General Notes:**

General notes specifying material requirements, design data, temporary clearance requirements, stages of construction etc.

Fill out and furnish the attached "Overhead Submittal Checklist" (see Appendix A) with your preliminary plan submission. For any exception to the minimum requirements on the attached checklist, a detailed explanation/reason why the minimum requirements cannot be met must be provided.

Four (4) sets half size preliminary plans shall be submitted to the Manager of Industry and Public Projects. Manager of Industry and Public Projects shall submit two (2) sets of plans to the Manager of Structures Design. Allow four (4) weeks for in-house review by Manager of Structures Design or outside consultant, from the time plans are received. All replies will be returned to the Manager of Industry and Public Projects for handling with the agency.

Revised submittals of plans or documents shall follow the same procedure as the initial submittal until all issues are resolved.

## XVIII FINAL SUBMITTAL

Three (3) sets half size 100% plans, two (2) sets of special provisions and two (2) sets of hydraulic calculations if needed are required. All final documents submitted for approval to the Manager of Industry and Public Projects must be **signed and stamped by a Registered Engineer**. Material to be reviewed by the Manager of Industry and Public Projects who will forward one (1) set of each to the Manager of Structures Design. Four (4) weeks shall be allowed for review. When review is complete the Railroad or its representative (consultant) shall advise the agency or their representative that all issues have been addressed satisfactorily and recommending the release of structure for construction. Copy of reply shall be mailed to the Manager of Structures Design as well as the Manager of Industry and Public Projects.

### Final Plans:

Final plans for overhead structures submitted to Union Pacific Railroad should include only pertinent drawings that impact the Railroad. Complete sets are not required. The following drawings should be submitted:

- a) General plan and elevation view.
- b) Typical roadbed section and drainage ditches
- c) Track profiles
- d) Drainage plans and deck drains
- e) Railing and fencing details.
- f) Crash wall plans

### Drainage Calculations:

In addition to drainage plans calculations shall be submitted for review for modified drainage conditions. Two sets of design calculations shall be submitted.

Drainage design criteria for right-of-way drainage ditches, drainage structures parallel to or under the track shall comply with the following:

- a) The 50-year flood water surface elevation should not come into contact with the crown of a culvert or the low chord of the drainage structure whichever is applicable.

- b) The 100-year flood water surface elevation should not exceed the track subgrade elevation.  
 If existing drainage facilities do not meet the design criteria above, an enlarged opening must be considered.

**Special Provisions:**

Two sets of *signed* project special provisions shall be submitted for review by Railroad.

**XIV CONSTRUCTION SUBMITTALS**

During construction of the overpass structure the Railroad requires the review of temporary structures such as Falsework, Shoring, Demolition of existing structures if required, etc. prior to any construction. It is required that all designs be submitted by the agency or their representative to the Union Pacific Railroad Company for review following their own review and approval of the design. All submittal designs shall be **"signed by Registered Engineer"** shall be forwarded to Manager of Industry and Public Projects who in turn will send them to the Manager of Structures Design. Manager of Structures Design shall perform or have an outside consultant review said submittals. If consultant performs said review the consultant may reply directly to the agency or their representative after consultation with the Manager of Structures Design. Copy of reply will be mailed to Manager of Structures Design as well as the Manager of Industry and Public Projects. During the review process, the consultant and design engineer will be free to communicate and resolve issues. Review of design submittals will require minimum of four (4) weeks.

It is preferable to receive construction submittal plans in half size.

Following is a list of construction design submittals:

SUBMITTAL	PLANS REQ'D	CALCS REQ'D	MINIMUM REVIEW TIME
Shoring	3	2	4 weeks
Falsework	3	2	3 weeks
Drainage	3	2	4 weeks
Demolition	3	2	4 weeks
Special Provisions	2	N/A	4 weeks

XX APPENDIX A

- Overhead Grade Separation Data Sheet
- Overhead Submittal Checklist



8. List piers where crash walls are provided:

Pier:

Distance from centerline of track:

_____	_____
_____	_____
_____	_____

9. Describe how drainage from approach roadway is handled: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

10. Describe how drainage from bridge is handled: \_\_\_\_\_

\_\_\_\_\_

11. List piers where shoring is required to protect track: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. Scheduled Letting Date: \_\_\_\_\_

**ALL INFORMATION ON THIS DATA SHEET TO BE FURNISHED BY THE SUBMITTING AGENCY TO THE MANAGER OF INDUSTRY AND PUBLIC PROJECTS**

# OVERHEAD SUBMITTAL CHECKLIST

**PROJECT INFORMATION:**

HWY / STREET NAME:  
 CITY AND STATE:  
 COUNTY / PARISH:  
 PROJECT NO.  
 DATE:

**FILE:**

**GRADE SEPARATION:**

STATE:            LOCATION:  
 STREET/HWY:  
 RTE:            M.P.:            SUB.:  
 DOT No.:  
 AWO:

m	Required Information	Min. Req'd	As Submitted	Railroad Remarks	
				A/R	A=APPROVED R=REJECTED
	<b>Abutment or Bent #</b>				
	Horizontal Clearance (Left) (CL to face)	18'-0"			
	Horizontal clearance (Right) (CL to face)	18'-0"			
	Vertical clearance (from Top of Rail)	23'-0"			
	Horizontal clearance to footing from CL	25'-0"			
	Depth top of footing below base of rail	6'-0"			
	Pier Protection wall required for < 25'	25'-0"			
	Shoring required (CL to nearest Pt.)	12'-0"			
	<b>Bent #</b>				
	Horizontal Clearance (Left) (CL to face)	18'-0"			
	Horizontal clearance (Right) (CL to face)	18'-0"			
	Vertical clearance (from Top of Rail)	23'-0"			
	Horizontal clearance to footing from CL	25'-0"			
	Depth top of footing below base of rail	6'-0"			
	Pier protection wall required for < 25'	25'-0"			
	Shoring required (CL to nearest point)	12'-0"			
	<b>Bent #</b>				
	Horizontal Clearance (Left) (CL to face)	18'-0"			
	Horizontal clearance (Right) (CL to face)	18'-0"			
	Vertical clearance (from Top of Rail)	23'-0"			
	Horizontal clearance to footing from CL	25'-0"			
	Depth top of footing below base of rail	6'-0"			
	Pier protection wall required for < 25'	25'-0"			
	Shoring required (CL to nearest point)	12'-0"			
	<b>Bent #</b>				
	Horizontal Clearance (Left) (CL to face)	18'-0"			
	Horizontal clearance (Right) (CL to face)	18'-0"			
	Vertical clearance (from Top of Rail)	23'-0"			
	Horizontal clearance to footing from CL	25'-0"			
	Depth top of footing below base of rail	6'-0"			
	Pier protection wall required for < 25'	25'-0"			
	Shoring required (CL to nearest point)	12'-0"			
	<b>Bent #</b>				
1	Horizontal Clearance (Left) (CL to face)	18'-0"			
2	Horizontal clearance (Right) (CL to face)	18'-0"			
3	Vertical clearance (from Top of Rail)	23'-0"			
4	Horizontal clearance to footing from CL	25'-0"			
5	Depth top of footing below base of rail	6'-0"			
6	Pier protection wall required for < 25'	25'-0"			
7	Shoring required (CL to nearest point)	12'-0"			

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# OVERHEAD SUBMITTAL CHECKLIST

m	Required Information	Min. Req'd	As Submitted	Railroad Remarks A=APPROVED R=REJECTED	
				A/R	
	<b>Track Requirements</b>				
	Existing track centers	Required			
	Track spreading taken into consideration	Required			
	Future track centers	20'-0"			
	<b>Safety Requirements</b>				
	Splashboards or barrier rail Near Side(NS)	5'-0"/3'-6"			
	Splashboards Far Side (FS)	5'-0"/3'-6"			
	Splashboards limits adequate	R/W to R/W			
	Fence (w/pedestrian walkway)(NS or FS)	8'-0" or 10'-0"			
	Fence (w/o pedestrian walkway)(NS or FS)	10'-0"			
	Fence limits adequate	R/W to R/W			
	<b>Drainage Requirements</b>				
	Adequate drainage (Left)	Required			
	Adequate drainage (Right)	Required			
	Drain from str. / Leaders at Bents				
	<b>General Requirements</b>				
	Access road (25' from CL to face)	25'-0"			
	RR R/W shown correctly	Required			
	ALL tracks labeled correctly	Required			
	Existing utilities aerial or underground	Required			
	Maximum gap between structures	2'-0"			
	Lights required for width of str. over 80'	80'-0"			
	Track profile for 1000' on each side of str.	1000'			
	Demolition required				
	Abutment slope protection	> 2:1			
	Temp. construction vertical clearance	21'-0"			
	Temp. construction horizontal clearance	12'-0"			
	Milepost number & direction of increase	Required			
1					
2					
3					
4					
5					
6					
7					
8					

**INSTRUCTIONS:**

Milepost and direction of Milepost must be shown in the plans. Left and Right is the orientation of structure elements facing the direction of increasing milepost.

ALL APPLICABLE PARTS OF TABLE ABOVE: In Column "As Submitted" INSERT ALL APPLICABLE VALUES FROM PLANS. For any exception to the minimum requirements on the checklist, a detailed explanation/reason why the minimum requirements cannot be provided.

**PRELIMINARY PLAN REVIEW:**

ITEMS ON ABOVE TABLE SHOW DEFICIENCIES. ACCEPTANCE OF PRELIMINARY PLANS WILL NOT BE GRANTED UNTIL DEFICIENCIES ARE RESOLVED.

**FINAL PLAN REVIEW:**

FOR STRUCTURE CONSTRUCTION SIGNED FINAL PLANS, SPECIAL PROVISIONS, AND HYDRAULIC CALCULATIONS IF REQUIRED SUBMITTED FOR FINAL REVIEW. IF ALL ITEMS ARE RESOLVED AND PLANS COMPLY, WILL RELEASE STRUCTURE FOR CONSTRUCTION.

**REMARKS:**

REMARKS FOR THE ABOVE CHECKLIST TO BE IN ENGLISH.

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XXI APPENDIX B

ITEM

DRAWING

- Barrier and Clearances to Be Provided at Highway, Street, and Pedestrian Overpasses 0035
- General Shoring Requirements 106613
- Splashboards and Barrier Railing Details UP - OH1
- Abutment Slopes and Minimum Drainage Ditches UP - OH2

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**CLEARANCES**

Minimum vertical clearance shall be 23 feet above the plane of top-of-rails. Additional clearance may be required for construction purposes or if sag of vertical curve must be adjusted or if future track raise for flood considerations or maintenance is probable.

Minimum horizontal clearances, measured at right angle from centerline of track, shall be as shown in elevation view.

Minimum construction clearances shall be 21 feet vertical above the plane of top-of-rails and 12 feet horizontal at right angle from centerline of track.

**FUTURE TRACKS**

Space is to be provided for one or more future tracks as required for long range planning or other operating requirements, where provision is made for more than two tracks, space is to be provided for access road on both sides of tracks.

**PIERS**

Pier protection walls shall be provided in accordance with AREA Chapter 8, Part 2.1.5 for piers within 25 feet of the centerline of track.

Top of footings within 25' from centerline of track shall be a minimum of 6 feet below base of rail and a minimum of 1 foot below flow line of ditch.

**DRAINAGE**

Drainage from the overpass shall be diverted away from UPRR's tracks and not discharged onto the tracks or roadbed.

A standard "V"-shaped or flat-bottom ditch shall be provided on each side of the tracks as necessary.

Culverts may be installed on opposite side of column from track in lieu of standard Railroad ditches when approved by Chief Engineer Design. Maintenance of culverts is to be at applicant's expense.

**GENERAL**

Fence shall be provided as indicated on the cross sections and elevation view on both sides of the viaduct in ALL new or modified structures.

Splashboards or solid 3'-6" high barrier rail shall be provided as indicated on the cross sections and elevation view on both sides of the viaduct in ALL new or modified structures where snow removal is being performed.

Lights are to be installed on the underside of the viaduct where shadows cast by the structure would interfere with Railroad operations.

Slope paving shall be provided where end slopes equal to or exceed 2 horizontal to 1 vertical.

Falsework for construction of overhead structures shall comply to UPRR guidelines.

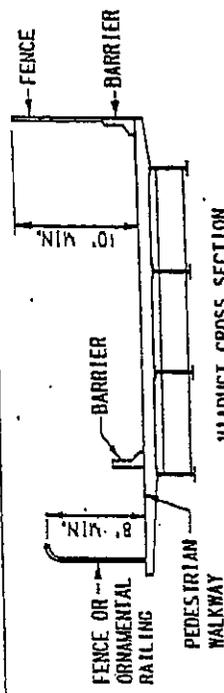
Demolition of existing overhead structures shall comply to UPRR guidelines.

Temporary shoring shall be designed in accordance with UPRR's Shoring Requirements (Drawing No. 106613) and UPRR guidelines.

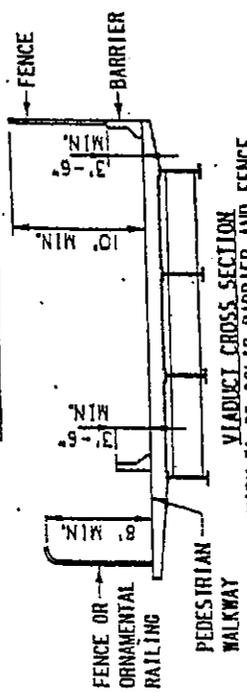
Applicant shall be responsible for identification, location, and protection of existing utilities.

Contact UPRR's "Call Before You Dig" at least 48 hours prior to commencing work at 1-800-336-9193 to determine location of fiber optics.

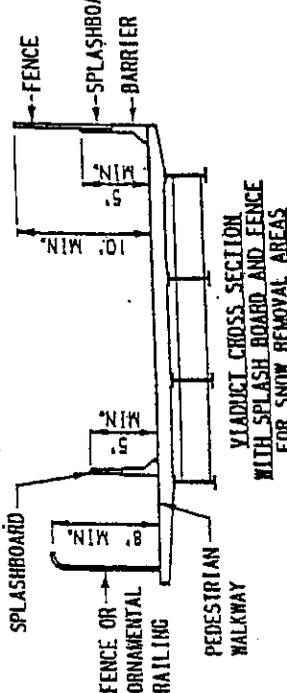
Exceptions to these standards must be approved by UPRR's Chief Engineer Design.



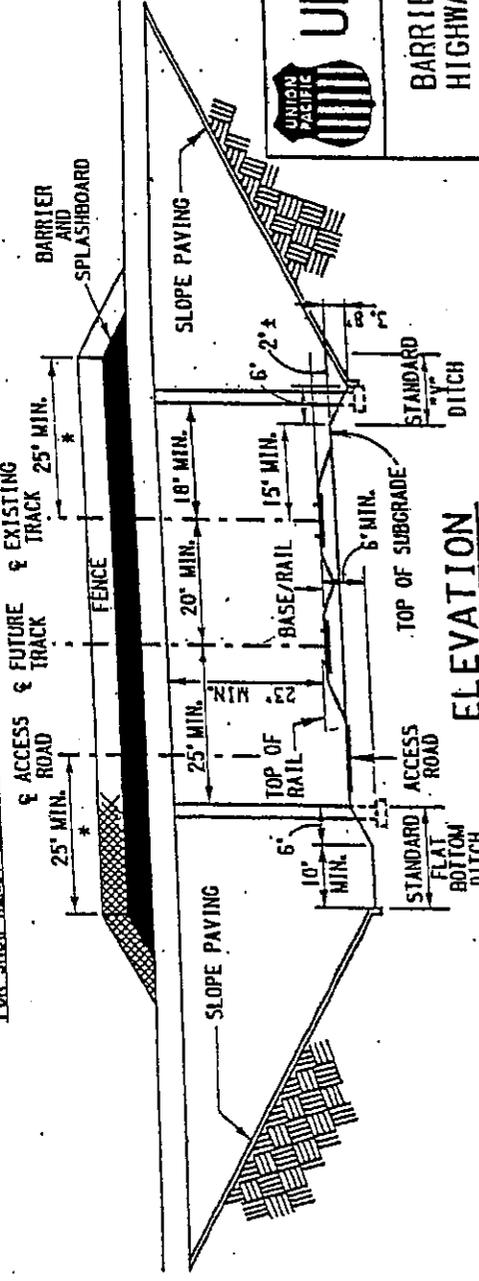
VIADUCT CROSS SECTION NO. SNOW REMOVAL AREAS



VIADUCT CROSS SECTION WITH 3'-6" SOLID BARRIER AND FENCE FOR SNOW REMOVAL AREAS



VIADUCT CROSS SECTION WITH SPLASH BOARD AND FENCE FOR SNOW REMOVAL AREAS



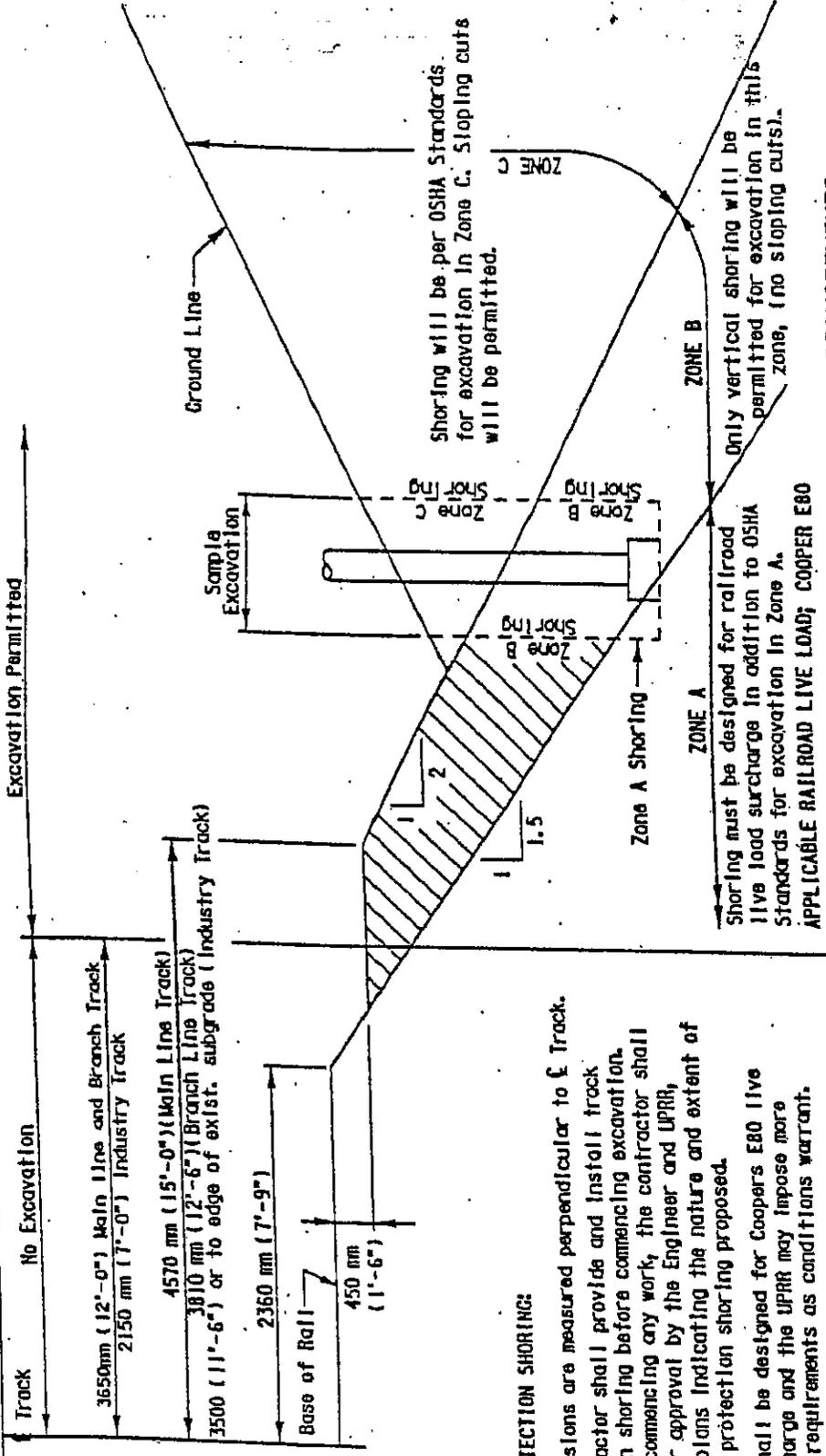
ELEVATION PERPENDICULAR TO TRACKS

\* Fences, splashboards, or solid barriers if required shall extend 25ft. beyond centerline of outer most track or access roadway.

**UNION PACIFIC RAILROAD**

**BARRIERS AND CLEARANCES TO BE PROVIDED AT HIGHWAY, STREET, AND PEDESTRIAN OVERPASSES**

**OFFICE OF CHIEF ENGINEER DESIGN**  
 REVISED: MAR. 31, 1998  
 STD. DWG. 0035



**TRACK PROTECTION SHORING:**

All dimensions are measured perpendicular to C Track. The contractor shall provide and install track protection shoring before commencing excavation. Prior to commencing any work, the contractor shall submit for approval by the Engineer and UPRR, detailed plans indicating the nature and extent of the track protection shoring proposed.

Shoring shall be designed for Coopers E80 live load surcharge and the UPRR may impose more stringent requirements as conditions warrant.

For excavations which encroach into railroad live load surcharge zone, shoring plans will be accompanied by a copy of the design calculations, and both must be stamped by a registered professional engineer.

Design of shoring shall comply with UPRR guidelines for design and construction of shoring adjacent to active railroad tracks.

Shoring will be per OSHA Standards for excavation in Zone C. Stopping cuts will be permitted.

Only vertical shoring will be permitted for excavation in this zone, (no sloping cuts).

Shoring must be designed for railroad live load surcharge in addition to OSHA Standards for excavation in Zone A. APPLICABLE RAILROAD LIVE LOAD; COOPER E80

**TRACK PROTECTION SHORING REQUIREMENTS**



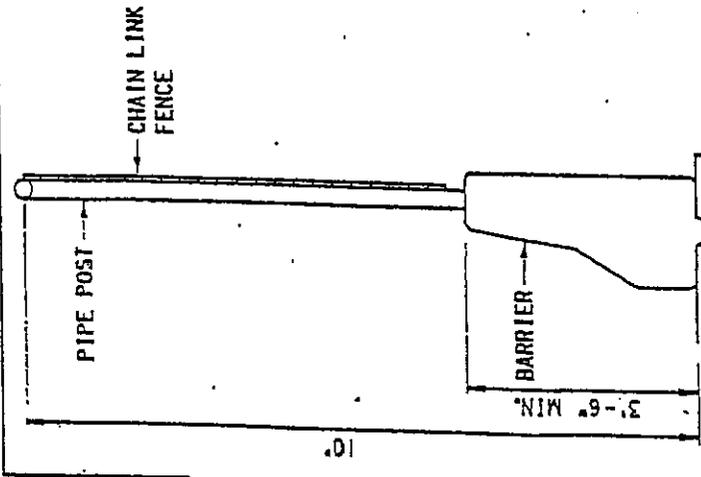
**UNION PACIFIC RAILROAD**

**GENERAL SHORING REQUIREMENTS**

**OFFICE OF CHIEF ENGINEER DESIGN**

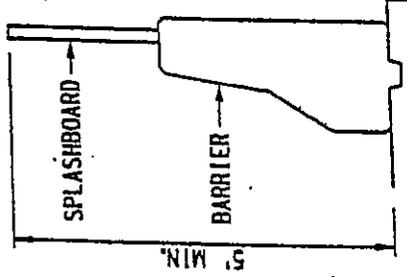
C.E. 106613

DATE: 3-31-98 REDRAWN



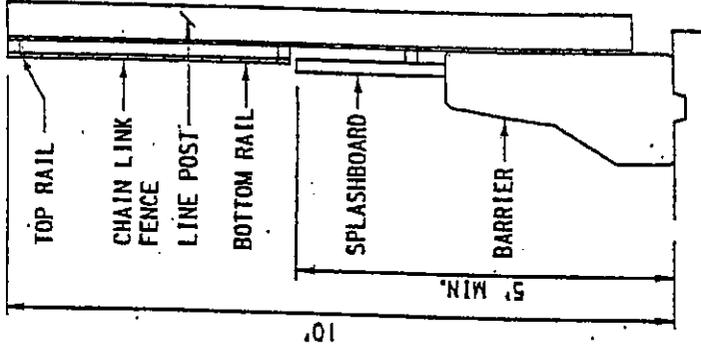
**BARRIER WITH  
FENCE**

NO SCALE



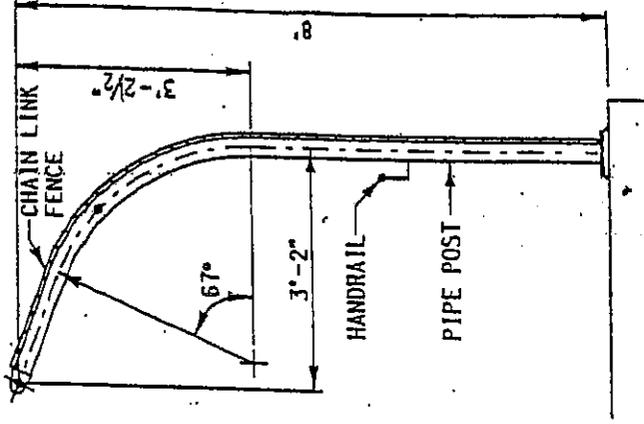
**BARRIER WITH  
SPLASHBOARD**

NO SCALE



**BARRIER WITH  
SPLASHBOARD  
AND FENCE**

NO SCALE



**FENCE FOR  
WALKWAYS**

NO SCALE



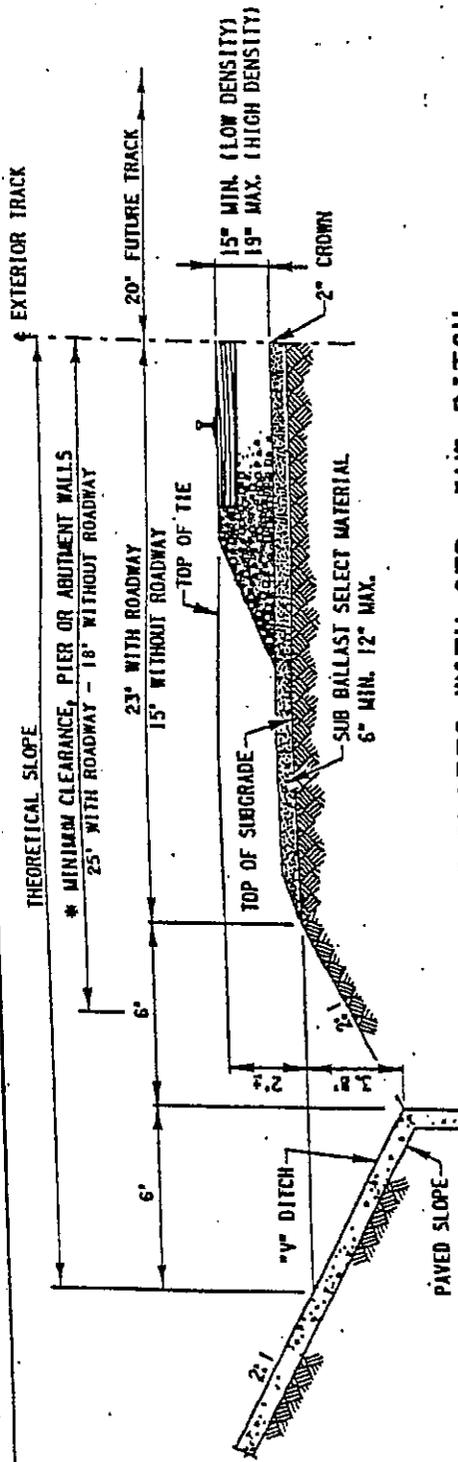
**UNION PACIFIC RAILROAD**

BARRIERS, FENCES, & SPLASHBOARDS TO BE PROVIDED  
AT HIGHWAY, STREET, AND PEDESTRIAN OVERPASSES.

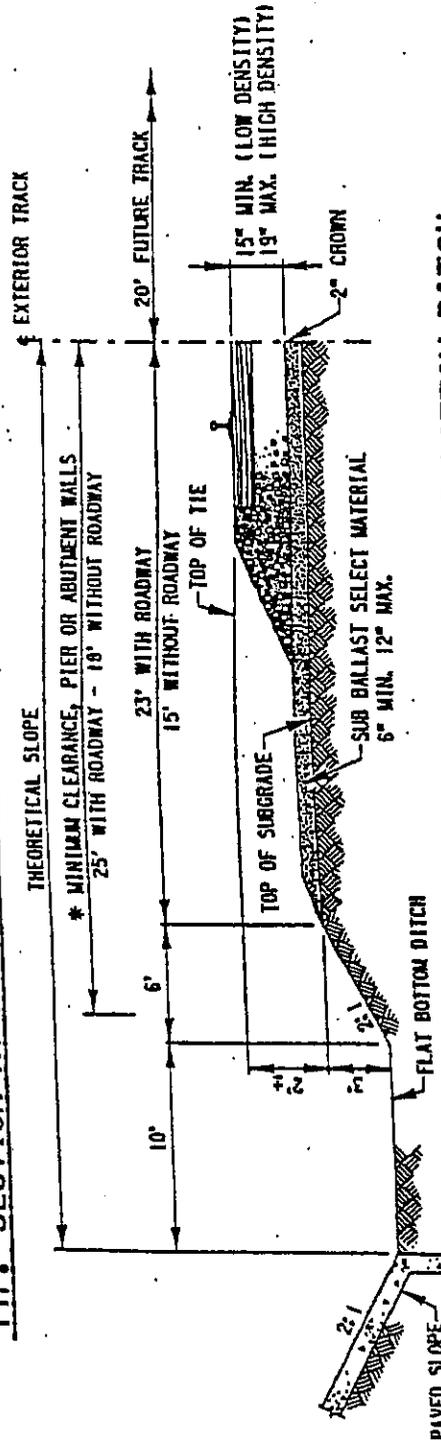
**OFFICE OF CHIEF ENGINEER DESIGN**

DATE: 3-31-98

DRAWING UP-OH1



TYP. SECTION AT ABUTMENT SLOPES WITH STD. "V" DITCH



TYP. SECTION AT ABUTMENT SLOPES WITH STD. FLAT BOTTOM DITCH

NOTES: MINIMUM DITCH SIZES ARE SHOWN. DITCH SIZE TO BE INCREASED AS REQUIRED BY LOCAL CONDITIONS BASED ON HYDRAULIC STUDIES.

\* LOCATION OF PIER, BENT COLUMNS OR ABUTMENT WALLS SHOULD NOT INTERFERE WITH THE DRAINAGE IN THE AREA. IF MINIMUM STANDARD DITCHES ARE NOT PROVIDED IN THE LAYOUT, LONGITUDINAL CULVERTS SHOULD BE SHOWN THAT WILL HANDLE THE DRAINAGE AS REQUIRED BY THE HYDRAULIC STUDIES.



UNION PACIFIC RAILROAD

TYPICAL SECTIONS AT ABUTMENT SLOPE  
OFFICE OF CHIEF ENGINEER DESIGN

DATE: 3-31-98

DRAWING UP-OH2

## PERMANENT STEEL SHEET PILING

Effective: December 15, 1993

Revised: January 1, 2007

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

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

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

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

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

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

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

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

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

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

## HIGH LOAD MULTI-ROTATIONAL BEARINGS

Effective: October 13, 1988

Revised: January 1, 2007

Description. This work shall consist of furnishing and installing High Load Multi-Rotational type bearing assemblies at the locations shown on the plans.

High Load Multi-Rotational (HLMR) bearings shall be one of the following at the Contractors option unless otherwise restricted on the plans:

- a) Pot Bearings. These bearings shall be manufactured so that the rotational capability is provided by an assembly having a rubber disc of proper thickness, confined in a manner so it behaves like a fluid. The disc shall be installed, with a snug fit, into a steel cylinder and confined by a tight fitting piston. The outside diameter of the piston shall be no more than 0.03 in. (750 microns) less than the inside diameter of the cylinder at the interface level of the piston and rubber disc. The sides of the piston shall be beveled. TFE sheets shall be attached to the top and bottom of the rubber disc to facilitate rotation of the rubber disc. Suitable brass sealing rings shall be provided to prevent any extrusion between piston and cylinder.
- b) Shear Inhibited Disc Type Bearing. The Structural Element shall be restricted from shear by the pin and ring design and need not be completely confined as with the Pot Bearing design. The disc shall be a molded monolithic Polyether Urethane compound.

These bearings shall be further subdivided into one or more of the following types:

- 1) Fixed. These allow rotation in any direction but are fixed against translation.
- 2) Guided Expansion. These allow rotation in any direction but translation only in limited directions.
- 3) Non-Guided Expansion. These allow rotation and translation in any direction.

The HLMR bearings shall be of the type specified and designed for the loads shown on the plans. The design of the top and bottom bearing plates are based on detail assumptions which are not applicable to all suppliers and may require modifications depending on the supplier chosen by the Contractor. The overall depth dimension for the HLMR bearings shall be as specified on the plans. The horizontal dimensions shall be limited to the available bearing seat area. Any modifications required to accommodate the bearings chosen shall be submitted to the Engineer for approval prior to ordering materials. Modifications required shall be made at no additional cost to the State. Inverted pot bearing configurations will not be permitted.

The Contractor shall comply with all manufacturer's material, fabrication and installation requirements specified.

Submittals. Shop drawings shall be submitted to the Engineer for approval according to Article 105.04 of the Standard Specifications. In addition the Contractor shall furnish certified copies of the bearing manufacturer's test reports on the physical properties of the component materials for the bearings to be furnished and a certification by the bearing manufacturer stating the

bearing assemblies furnished conform to all the requirements shown on the plans and as herein specified. Submittals with insufficient test data and supporting certifications will be rejected.

Materials. The materials for the HLRM bearing assemblies shall be according to the following:

- (a) Elastomeric Materials. The rubber disc for Pot bearings shall be according to Article 1083.02(a) of the Standard Specifications.
- (b) Polytetrafluoroethylene (TFE) Material. The TFE material shall be according to Article 1083.02(b) of the Standard Specifications.
- (c) Stainless Steel Sheets: The stainless steel sheets shall be of the thickness specified and shall be according to ASTM A 240 (A 240M), Type 302 or 304. The sliding surface shall be polished to a bright mirror finish less than 20 micro-in. (510 nm ) root mean square.
- (d) Structural Steel. All structural steel used in the bearing assemblies shall be according to AASHTO M 270, Grade 50 (M 270M Grade 345), unless otherwise specified.
- (e) Threaded studs. The threaded stud, when required, shall conform to the requirements of AASHTO M 164 (M 164M ).
- (f) Polyether Urethane for Disc bearings shall be according to one of the following requirements:

PHYSICAL PROPERTY	ASTM TEST METHOD	REQUIREMENTS			
		COMPOUND A		COMPOUND B	
		MIN.	MAX.	MIN.	MAX.
Hardness, Type D durometer	D 2240	46	50	60	64
Tensile Stress, kPa (psi) At 100% elongation	D 412	10,350 kPa (1500 psi)	--	13,800 kPa (2000 psi)	--
Tensile Stress, kPa (psi) At 300% elongation	D 412	19,300 kPa (2800 psi)	--	25,500 kPa (3700 psi)	--
Tensile Strength, kPa (psi)	D 412	27,600 kPa (4000 psi)	--	34,500 kPa (5000 psi)	--
Ultimate Elongation, %	D 412	300	--	220	--
Compression Set 22 hr. at 70 °C (158 °F), %	D 395	--	40	--	40

**Design.** The fabricator shall design the HLMR bearings according to the appropriate AASHTO Design Specifications noted on the bridge plans.

**Fabrication.** The bearings shall be complete factory-produced assemblies. They shall provide for rotation in all directions and for sliding, when specified, in directions as indicated on the plans. All bearings shall be furnished as a complete unit from one manufacturing source. All material used in the manufacture shall be new and unused with no reclaimed material incorporated into the finished assembly.

The translation capability for both guided and non-guided expansion bearings shall be provided by means of a polished stainless steel sliding plate that bears on a TFE sheet bonded and recessed to the top surface of the piston or disc. The sliding element of expansion bearings shall be restrained against movement in the fixed direction by exterior guide bars capable of resisting the horizontal forces or 20 percent of the vertical design load on the bearing applied in any direction, whichever is greater. The sliding surfaces of the guide bar shall be of TFE sheet and stainless steel. Guiding off of the fixed base, or any extension of the base, will not be permitted.

Structural steel bearing plates shall be fabricated according to Article 505.04(l) of the Standard Specifications. Prior to shipment the exposed edges and other exposed portions of the structural steel bearing plates shall be cleaned and painted according to Articles 506.03 and 506.04 of the Standard Specifications. Painting shall be with the paint specified for shop

painting of structural steel. During cleaning and painting the stainless steel, TFE sheet and neoprene shall be protected from abrasion and paint.

TFE sheets shall be bonded to steel under factory controlled conditions using heat and pressure for the time required to set the epoxy adhesive used. The TFE sheet shall be free from bubbles and the sliding surface shall be burnished to an absolutely smooth surface.

The steel piston and the steel cylinder for pot bearings shall each be machined from a solid piece of steel. The steel base cylinder shall be either integrally machined, recessed into with a snug fit, or continuously welded to its bottom steel bearing plate.

Packaging. Each HLMR bearing assembly shall be fully assembled at the manufacturing plant and delivered to the construction site as complete units. The assemblies shall be packaged, crated or wrapped so the assemblies will not be damaged during handling, transporting and shipping. The bearings shall be held together with removable restraints so sliding surfaces are not damaged.

Centerlines shall be marked on both top and base plates for alignment in the field. The bearings shall be shipped in moisture-proof and dust-proof covers.

Testing. Each HLMR bearing assembly shall be load tested to 150 percent of the rated capacity at a 2 percent slope by the manufacturer prior to shipment. The load of 150 percent of the rated capacity shall be maintained for at least 30 minutes. Any bearings showing failure of the sealing rings or other component parts after this load test shall be replaced. The Contractor shall furnish to the Department a notarized certification from the bearing manufacturer stating the HLMR bearings have been load tested as specified. The Department reserves the right to perform the specified load test on one or more of the furnished bearings. If the tested bearing shows failure it shall be replaced and the remaining bearings shall be load tested for acceptance at the Contractor's expense.

When directed by the Engineer, the manufacturer shall furnish random samples of component materials used in the bearings for testing by the Department.

Installation. The HLMR bearings shall be erected according to Article 521.05 of the Standard Specifications.

Exposed edges and other exposed portions of the structural steel plates shall be field painted as specified for Structural Steel.

Basis of Payment. This work will be paid for at the contract unit price each for HLMR BEARINGS, FIXED; HLMR BEARINGS, GUIDED EXPANSION; or HLMR BEARINGS, NON-GUIDED EXPANSION of the load rating specified.

When the fabrication and erection of HLMR bearings is accomplished under separate contracts, the applicable requirements of Article 505.09 shall apply.

Fabricated HLMR bearings and other materials complying with the requirements of this item, furnished and accepted, will be paid for at the contract unit price each for FURNISHING HLMR

BEARINGS, FIXED, FURNISHING HLMR BEARINGS, GUIDED EXPANSION or FURNISHING HLMR BEARINGS, NON-GUIDED EXPANSION of the load rating specified.

Storage and care of fabricated HLMR bearings and other materials complying with the requirements of this item by the Fabrication Contractor beyond the specified storage period, will be paid for at the contract unit price per calendar day for STORAGE OF HLMR BEARINGS if a pay item is provided for in the contract, or will be paid for according to Article 109.04 if a pay item is not provided in the contract.

HLMR bearings and other materials fabricated under this item erected according to the requirements of the specifications, and accepted, will be paid for at the contract unit price each for ERECTING HLMR BEARINGS, FIXED, ERECTING HLMR BEARINGS, GUIDED EXPANSION or ERECTING HLMR BEARINGS, NON-GUIDED EXPANSION of the load rating specified.

## **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.

## **TEMPORARY SHEET PILING**

Effective: September 2, 1994

Revised: January 1, 2007

Description. This work shall consist of furnishing, driving, adjusting for stage construction when required and subsequent removal of the sheet piling according to the dimensions and details shown on the plans and according to the applicable portions of Section 512 of the Standard Specifications.

This work shall also include furnishing, installing and subsequent removal of all miscellaneous steel shapes, plates and connecting hardware when required to attach the sheeting to an existing substructure unit and/or to facilitate stage construction.

General. The Contractor may propose other means of supporting the sides of the excavation provided they are done so at no extra cost to the department. If the Contractor elects to vary from the design requirements shown on the plans, the revised design calculations and details shall be submitted to the Engineer for approval. The calculations shall be prepared and sealed by an Illinois Licensed Structural Engineer. This approval will not relieve the Contractor of responsibility for the safety of the excavation. Approval shall be contingent upon acceptance by all involved utilities and/or railroads.

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

Construction. The Contractor shall verify locations of all underground utilities before driving any sheet piling. Any disturbance or damage to existing structures, utilities or other property, caused by the Contractor's operation, shall be repaired by the Contractor in a manner satisfactory to the Engineer at no additional cost to the Department. The Contractor shall be responsible for determining the appropriate equipment necessary to drive the sheeting to the tip elevation(s) specified on the plans or according to the Contractor's approved design. The sheet piling shall be driven, as a minimum, to the tip elevation(s) specified, prior to commencing any related excavation. If unable to reach the minimum tip elevation, the adequacy of the sheet piling design will require re-evaluation by the Department prior to allowing excavation adjacent to the sheet piling in question. The Contractor shall not excavate below the maximum excavation line shown on the plans without the prior permission of the Engineer. The sheet piling shall remain in place until the Engineer determines it is no longer required.

The sheet piling shall be removed and disposed of by the Contractor when directed by the Engineer. When allowed, the Contractor may elect to cut off a portion of the sheet piling leaving the remainder in place. The remaining sheet piling shall be a minimum of 12 in. (300 mm) below

the finished grade or as directed by the Engineer. Removed sheet piling shall become the property of the Contractor.

When an obstruction is encountered, the Contractor shall notify the Engineer and upon concurrence of the Engineer, the Contractor shall begin working to break up, push aside, or remove the obstruction. An obstruction shall be defined as any object (such as but not limited to, boulders, logs, old foundations etc.) where it's presence was not obvious or specifically noted on the plans prior to bidding, that cannot be driven through or around with normal driving procedures, but requires additional excavation or other procedures to remove or miss the obstruction.

Method of Measurement. The temporary sheet piling will be measured for payment in place in square feet (square meter). Any temporary sheet piling cut off, left in place, or driven to dimensions other than those shown on the contract plans without the written permission of the Engineer, shall not be measured for payment but shall be done at the contractor's expense.

If the Contractor is unable to drive the sheeting to the specified tip elevation(s) and can demonstrate that any further effort to drive it would only result in damaging the sheeting, then the Contractor shall be paid based on the plan quantity of temporary sheeting involved. However, no additional payment will be made for any walers, bracing, or other supplement to the temporary sheet piling, which may be required as a result of the re-evaluation in order to insure the original design intent was met.

Basis of Payment. This work will be paid for at the contract unit price per square foot (square meter) for TEMPORARY SHEET PILING.

Payment for any excavation performed in conjunction with this work will not be included in this item but shall be paid for as specified elsewhere in this contract.

Obstruction mitigation shall be paid for according to Article 109.04 of the Standard Specifications.

State of Illinois  
Department of Transportation  
Bureau of Local Roads and Streets  
SPECIAL PROVISION  
FOR  
CONSTRUCTION AND MAINTENANCE SIGNS

Effective: January 1, 2004  
Revised: January 1, 2007

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

701.14. Signs. Add the following paragraph to subparagraph (a) in Article 701.14:

All warning signs shall have minimum dimensions of 1200 mm x 1200 mm (48" x 48") and have a black legend on a fluorescent orange reflectorized background, meeting, as a minimum, Type AP reflectivity requirements of Table 1091-2 in Article 1091.02.

## **CEMENT (BDE)**

Effective: January 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 only be used from April 1 to October 15.

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 only be used from April 1 to October 15.

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."

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## DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (DBE)

Effective: September 1, 2000

Revised: January 1, 2007

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 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 firms 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 7% 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 DBE Directory as a reference source for DBE companies certified by the Department. 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](http://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 firms and non-DBE firms, 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 firm 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 firm 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 and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Bureau 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 Report on Department form SBE 2115 to the Regional Engineer. If full and final payment has not been made to the DBE, the Report 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.

## ERRATA FOR THE 2007 STANDARD SPECIFICATIONS (BDE)

Effective: January 1, 2007

- Page 60 Article 109.07(a). In the second line of the first paragraph change "amount" to "quantity".
- Page 207 Article 406.14. In the second line of the second paragraph change "MIXTURE FOR CRACKS, JOINTS, AND FLANGWAYS, of the mixture composition specified;" to "MIXTURE FOR CRACKS, JOINTS, AND FLANGWAYS;".
- Page 398 Article 540.07(b). Add the following two paragraphs after the third paragraph:
- "Excavation in rock will be measured for payment according to Article 502.12.
- Removal and disposal of unstable and/or unsuitable material below plan bedding grade will be measured for payment according to Article 202.07."
- Page 398 Article 540.08. Add the following two paragraphs after the fifth paragraph:
- "Excavation in rock will be paid for according to Article 502.13.
- Removal and disposal of unstable and/or unsuitable material below plan bedding grade will be paid for according to Article 202.08."
- Page 465 Article 551.06. In the second line of the first paragraph change "or" to "and/or".
- Page 585 Article 701.19(a). Add "701400" to the second line of the first paragraph.
- Page 586 Article 701.19(c). Delete "701400" from the second line of the first paragraph.
- Page 586 Article 701.19. Add the following subparagraph to this Article:
- "(f) Removal of existing pavement markings and raised reflective pavement markers will be measured for payment according to Article 783.05."
- Page 587 Article 701.20(b). Delete "TRAFFIC CONTROL AND PROTECTION 701400;" from the first paragraph.
- Page 588 Article 701.20. Add the following subparagraph to this Article.
- "(j) Removal of existing pavement markings and raised reflective pavement markers will be paid for according to Article 783.06."
- Page 762 Article 1020.04. In Table 1 Classes of Portland Cement Concrete and Mix Design Criteria, add to the minimum cement factor for Class PC Concrete "5.65 (TY III)", and add to the maximum cement factor for Class PC Concrete "7.05 (TY III)".

- Page 765 Article 1020.04. In Table 1 Classes of Portland Cement Concrete and Mix Design Criteria (metric), add to the minimum cement factor for Class PC Concrete "335 (TY III)", and add to the maximum cement factor for Class PC Concrete "418 (TY III)".
- Page 809 Article 1030.05. Revise the subparagraph "(a) Quality Assurance by the Engineer." to read "(e) Quality Assurance by the Engineer."
- Page 946 Article 1080.03(a)(1). In the third line of the first paragraph revise "(300  $\mu$ m)" to "(600  $\mu$ m)".
- Page 963 Article 1083.02(b). In the second line of the first paragraph revise "ASTM D 4894" to "ASTM D 4895".
- Page 1076 In the Index of Pay Items delete the pay item "BITUMINOUS SURFACE REMOVAL – BUTT JOINT".
- Page 1081 In the Index of Pay Items add "Section 406, HOT-MIX ASPHALT SURFACE REMOVAL – BUTT JOINT, Page 207".

80168

## **HOT-MIX ASPHALT EQUIPMENT, SPREADING AND FINISHING MACHINE (BDE)**

Effective: January 1, 2005

Revised: January 1, 2007

Revise the fourth paragraph of Article 1102.03 of the Standard Specifications to read:

“The paver shall be equipped with a receiving hopper having sufficient capacity for a uniform spreading operation. The hopper shall be equipped with a distribution system to uniformly place a non-segregated mixture in front of the screed. The distribution system shall have chain curtains, deflector plates, and /or other devices designed and built by the paver manufacturer to prevent segregation during distribution of the mixture from the hopper to the paver screed. The Contractor shall submit a written certification that the devices recommended by the paver manufacturer to prevent segregation have been installed and are operational. Prior to paving, the Contractor, in the presence of the Engineer, shall visually inspect paver parts specifically identified by the manufacturer for excessive wear and the need for replacement. The Contractor shall supply a completed check list to the Engineer noting the condition of the parts. Worn parts shall be replaced. The Engineer may require an additional inspection prior to placement of the surface course or at other times throughout the work.”

80142

**IMPACT ATTENUATORS, TEMPORARY (BDE)**

Effective: November 1, 2003

Revised: January 1, 2007

Description. This work shall consist of furnishing, installing, maintaining, and removing temporary impact attenuators of the category and test level specified.

Materials. Materials shall meet the requirements of the impact attenuator manufacturer and the following:

Item	Article/Section
(a) Fine Aggregate (Note 1).....	1003.01
(b) Steel Posts, Structural Shapes, and Plates .....	1006.04
(c) Rail Elements, End Section Plates, and Splice Plates .....	1006.25
(d) Bolts, Nuts, Washers and Hardware .....	1006.25
(e) Hollow Structural Tubing .....	1006.27(b)
(f) Wood Posts and Wood Blockouts .....	1007.01, 1007.02, 1007.06
(g) Preservative Treatment.....	1007.12
(h) Packaged Rapid Hardening Mortar .....	1018.01

Note 1. Fine aggregate shall be FA 1 or FA 2, Class A quality. The sand shall be unbagged and shall have a maximum moisture content of five percent.

CONSTRUCTION REQUIREMENTS

General. Impact Attenuators shall meet the testing criteria contained in National Cooperative Highway Research Program (NCHRP) Report 350 for the test level specified and shall be on the Department's approved list.

Installation. Regrading of slopes or approaches for the installation shall be as shown on the plans.

Attenuator bases, when required by the manufacturer, shall be constructed on a prepared subgrade according to the manufacturer's specifications. The surface of the base shall be slightly sloped or crowned to facilitate drainage.

Impact attenuators shall be installed according to the manufacturer's specifications and include all necessary transitions between the impact attenuator and the item to which it is attached.

When water filled attenuators are used between November 1 and April 15, they shall contain anti-freeze according to the manufacturer's recommendations.

Markings. Sand module impact attenuators shall be striped with alternating reflectorized Type AA or Type AP fluorescent orange and reflectorized white horizontal, circumferential stripes. There shall be at least two of each stripe on each module.

Other types of impact attenuators shall have a terminal marker applied to their nose and reflectors along their sides.

Maintenance. All maintenance of the impact attenuators shall be the responsibility of the Contractor until removal is directed by the Engineer.

Relocate. When relocation of temporary impact attenuators is specified, they shall be removed, relocated and reinstalled at the new location. The reinstallation requirements shall be the same as those for a new installation.

Removal. When the Engineer determines the temporary impact attenuators are no longer required, the installation shall be dismantled with all hardware becoming the property of the Contractor.

Surplus material shall be disposed of according to Article 202.03. Anti-freeze, when present, shall be disposed of/recycled according to local ordinances.

When impact attenuators have been anchored to the pavement, the anchor holes shall be repaired with rapid set mortar. Only enough water to permit placement and consolidation by rodding shall be used and the material shall be struck-off flush.

Method of Measurement. This work will be measured for payment as each, where each is defined as one complete installation.

Basis of Payment. This work will be paid for at the contract unit price per each for IMPACT ATTENUATORS, TEMPORARY (FULLY REDIRECTIVE, NARROW); IMPACT ATTENUATORS, TEMPORARY (FULLY REDIRECTIVE, WIDE); IMPACT ATTENUATORS, TEMPORARY (FULLY REDIRECTIVE, RESETTABLE); IMPACT ATTENUATORS, TEMPORARY (SEVERE USE, NARROW); IMPACT ATTENUATORS, TEMPORARY (SEVERE USE, WIDE); or IMPACT ATTENUATORS, TEMPORARY (NON-REDIRECTIVE) of the test level specified.

Relocation of the devices will be paid for at the contract unit price per each for IMPACT ATTENUATORS, RELOCATE (FULLY REDIRECTIVE); IMPACT ATTENUATORS, RELOCATE (SEVERE USE); or IMPACT ATTENUATORS, RELOCATE (NON-REDIRECTIVE); of the test level specified.

Regrading of slopes or approaches will be paid for according to Section 202 and/or Section 204 of the Standard Specifications.

80110

## ORGANIC ZINC-RICH PAINT SYSTEM (BDE)

Effective: November 1, 2001

Revised: January 1, 2007

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.

### (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) Test Panel Preparation.

- (1) Substrate and Surface Preparation. Test panels shall be AASHTO M 270, Grade 36 (M 270M Grade 250), hot-rolled steel measuring 4 x 6 in. (100 x 150 mm). Panels shall be blast-cleaned per SSPC-SP5 white metal condition using metallic abrasive. The abrasive shall be a 60/40 mix of shot and grit. The shot shall be an SAE shot number S230 and the grit an SAE number G40. Hardness of the shot and grit shall be Rockwell C45. The anchor profile shall be 1.5-2.5 mils (40-65 microns) measured according to ASTM D 4417, Method C.
- (2) Application and Curing. All coatings shall be spray applied at the manufacturer's recommended film thickness. The coated panels shall be cured at least 14 days at 75 °F ± 2 °F (24 °C ± 1 °C) and 50 ± 5 percent relative humidity.
- (3) Scribing. The 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.
- (4) Number of Panels. All testing shall be performed on triplicate panels.

(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) Salt Fog. There shall be no delamination, blistering, rust creepage at the scribe, or rusting at the scribe edges after 5,000 hours of salt fog exposure when tested according to ASTM B 117 and evaluated according to AASHTO R 31.
- (5) Cyclic Exposure. There shall be no delamination, blistering, rust creepage at the scribe, or rusting at the scribe edges after 5,000 hours of cyclic exposure when tested according to ASTM D 5894 and evaluated according to AASHTO R 31.
- (6) Humidity Exposure. There shall be no delamination, blistering, rust creepage at the scribe, or rusting at the scribe edges after 4,000 hours of humidity exposure when tested according to ASTM D 2247 and evaluated according to AASHTO R 31.
- (7) Adhesion. The adhesion to an abrasively blasted steel substrate shall not be less than 900 psi (6200 kPa) when tested according to ASTM D 4541 Annex A4.
- (8) 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 on weekends and holidays.

(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 or off-white.

(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.

The contrast ratio of the finish coat at 3 mils (75 microns) dry film thickness shall not be less than 0.99 when tested according to ASTM D 2805.

- (3) 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 ± 2 °F (24 °C ± 1 °C) and 50 ± 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.

(f) Three Coat System Requirements.

- (1) Finish Coat Color. For testing purposes, the color of the finish coat shall match Federal Standard No 595, color chip 14062 (green).
- (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 5,000 hours of salt fog exposure:

Salt Fog Acceptance Criteria (max)			
Blister Criteria	Rust Criteria		
Size/Frequency	Maximum Creep	Average Creep	% Rusting at Scribed Edges
#8 Few	4mm	1mm	1

- (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 (max)			
Blister Criteria	Rust Criteria		
Size/Frequency	Maximum Creep	Average Creep	% Rusting at Scribed Edges
#8 Few	2mm	1mm	1

- (4) Humidity Exposure. There shall be no delamination, blistering, rust creepage at the scribe, or rusting at the scribe edges after 4,000 hours of humidity exposure when tested according to ASTM D 2247 and evaluated according to AASHTO R 31.
- (5) Adhesion. The adhesion to an abrasively blasted steel substrate shall not be less than 900 psi (6200 kPa) 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) Qualification Samples and Tests. The manufacturer shall supply, to an independent test laboratory and to the Department, samples of the organic zinc-rich primer, epoxy or urethane intermediate coat, and aliphatic urethane finish coats for evaluation. Prior to approval and use, the manufacturer shall submit a notarized certification of the independent laboratory, together with results of all tests, stating that these materials meet the requirements as set forth herein. The certified test report shall state lots tested, manufacturer's name, product names, and dates of manufacture. New certified test results and samples for testing by the Department shall be submitted any time the manufacturing process or paint formulation is changed. All costs of testing, other than tests conducted by the Department, shall be borne by the manufacturer.
- (h) Acceptance Samples and Certification. A 1 qt (1 L) sample of each lot of paint produced for use on state or local agency projects shall be submitted to the Department for testing, together with a manufacturer's certification. The certification shall state that the formulation for the lot represented is essentially identical to that used for qualification testing. All acceptance samples shall be witnessed by a representative of the Illinois Department of Transportation. The organic zinc-rich primer, epoxy or urethane intermediate coat, and aliphatic urethane finish coats shall not be used until tests are completed and they have met the requirements as set forth herein."

80069

## **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

## PORTLAND CEMENT CONCRETE PLANTS (BDE)

Effective: January 1, 2007

Add the following to Article 1020.11(a) of the Standard Specifications.

- “(9) Use of Multiple Plants in the Same Construction Item. The Contractor may simultaneously use central-mixed, truck-mixed, and shrink-mixed concrete from more than one plant, for the same construction item, on the same day, and in the same pour. However, the following criteria shall be met.
- a. Each plant shall use the same cement, finely divided minerals, aggregates, admixtures, and fibers.
  - b. Each plant shall use the same mix design. However, material proportions may be altered slightly in the field to meet slump and air content criteria. Field water adjustments shall not result in a difference that exceeds 0.02 between plants for water/cement ratio. The required cement factor for central-mixed concrete shall be increased to match truck-mixed or shrink-mixed concrete, if the latter two types of mixed concrete are used in the same pour.
  - c. The maximum slump difference between deliveries of concrete shall be 3/4 in. (19 mm) when tested at the jobsite. If the difference is exceeded, but test results are within specification limits, the concrete may be used. The Contractor shall take immediate corrective action and shall test subsequent deliveries of concrete until the slump difference is corrected. For each day, the first three truck loads of delivered concrete from each plant shall be tested for slump by the Contractor. Thereafter, when a specified test frequency for slump is to be performed, it shall be conducted for each plant at the same time.
  - d. The maximum air content difference between deliveries of concrete shall be 1.5 percent when tested at the jobsite. If the difference is exceeded, but test results are within specification limits, the concrete may be used. The Contractor shall take immediate corrective action and shall test subsequent deliveries of concrete until the air content difference is corrected. For each day, the first three truck loads of delivered concrete from each plant shall be tested for air content by the Contractor. Thereafter, when a specified test frequency for air content is to be performed, it shall be conducted for each plant at the same time.
  - e. Strength tests shall be performed and taken at the jobsite for each plant. When a specified strength test is to be performed, it shall be conducted for each plant at the same time. The difference between plants for their mean strength shall not exceed 450 psi (3100 kPa) compressive and 80 psi (550 kPa) flexural. The strength standard deviation for each plant shall not exceed 650 psi (4480 kPa) compressive and 110 psi (760 kPa) flexural. The mean and standard deviation requirements shall apply to the test of record. If the strength difference requirements are exceeded, the Contractor shall take corrective action.

- f. The maximum haul time difference between deliveries of concrete shall be 15 minutes. If the difference is exceeded, but haul time is within specification limits, the concrete may be used. The Contractor shall take immediate corrective action and check subsequent deliveries of concrete until the haul time difference is corrected."

80170

**RAILROAD PROTECTIVE LIABILITY INSURANCE (5 and 10) (BDE)**

Effective: January 1, 2006

Description. Railroad Protective Liability and Property Damage Liability Insurance shall be carried according to Article 107.11 of the Standard Specifications, except the limits shall be a minimum of \$5,000,000 combined single limit per occurrence for bodily injury liability and property damage liability with an aggregate limit of \$10,000,000 over the life of the policy. A separate policy is required for each railroad unless otherwise noted.

NAMED INSURED & ADDRESS	NUMBER & SPEED OF PASSENGER TRAINS	NUMBER & SPEED OF FREIGHT TRAINS
Chicago, Central & Pacific Railroad 1625 Depot Street Stevens Point, WI 54481	0	4/day 60 mph
DOT/AAR No.: 290013Y RR Division: Southern	RR Mile Post: RR Sub-Division:	W83.05 Freeport
For Freight/Passenger Information Contact: John Henriksen For Insurance Information Contact: Jacqueline Moder		Phone: (708) 332-3557 Phone: (715) 345-2501
Union Pacific Railroad Insurance Dept. 1416 Dodge St., Room 820 Omaha, NE 68179	0	2/day 10/mph
DOT/AAR No.: 174655V RR Division: Chicago Service Unit	RR Mile Post: RR Sub-Division:	89.52 Belvidere
For Freight/Passenger Information Contact: John Venice For Insurance Information Contact: Jodi Scott		Phone: (708) 649-5210 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: January 2, 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 % <sup>1/</sup>	± 0.5 %
$G_{mm}$	± 0.02 % <sup>2/</sup>	

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

SUPERPAVE MIXTURES <sup>1/, 3/</sup>	MAXIMUM % RAP			
	Ndesign	Binder/Leveling Binder	Surface	Polymer Modified
30	30	30	10	10
50	25	15	10	10
70	15 / 25 <sup>2/</sup>	10 / 15 <sup>2/</sup>	10	10
90	10	10	10	10
105	10	10	10	10

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

Note 2: Value of Max % RAP if 3/8 RAP is utilized.

Note 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 mixture proportions and asphalt binder content. The asphalt binder content as a percentage of the total mix shall be printed as well as the individual percentages of virgin asphalt binder and residual asphalt binder from the RAP.

**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."

80172

## REINFORCEMENT BARS (BDE)

Effective: November 1, 2005

Revised: January 1, 2007

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 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. Chemical Composition. The chemical composition of the bars shall be according to the following table.

CHEMICAL COMPOSITION		
Element <sup>1/</sup>	Heat Analysis (% maximum)	Product Analysis (% maximum)
Carbon	0.30	0.33
Manganese	1.50	1.56
Phosphorus	0.035	0.045
Sulfur	0.045	0.055
Silicon	0.50	0.55
Nickel	2/	2/
Chromium	2/	2/
Molybdenum	2/	2/
Copper	2/	2/
Titanium	2/	2/
Vanadium	2/	2/
Columbium	2/	2/
Aluminum	2/, 3/	2/, 3/
Tin <sup>4/</sup>	0.040	0.044

Note 1/. The bars shall not contain any traces of radioactive elements.

Note 2/. There is no composition limit but the element must be reported.

Note 3/. If aluminum is not an intentional addition to the steel for deoxidation or killing purposes, residual aluminum content need not be reported.

Note 4/. If producer bar testing indicates an elongation of 15 percent or more and passing of the bend test, the tin composition requirement may be waived.

- b. Heat Numbers. Bundles or bars at the construction site shall be marked or tagged with heat identification numbers of the bar producer.
  - c. 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.
  - d. 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 under the Concrete Reinforcing Steel Institute's (CRSI) Epoxy Plant Certification Program.
  - b. Coating Thickness. The thickness of the epoxy coating shall be 7 to 12 mils (0.18 to 0.30 mm). When spiral reinforcement is coated after fabrication, the thickness of the epoxy coating shall be 7 to 20 mils (0.18 to 0.50 mm).
  - c. Cutting Reinforcement. Reinforcement bars may be sheared or sawn to length after coating, providing the end damage to the coating does not extend more than 0.5 in. (13 mm) back and the cut is patched before any visible rusting appears. Flame cutting will not be permitted."

80151

**SEEDING (BDE)**

Effective: July 1, 2004  
 Revised: January 1, 2007

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/	Inferno Tall Fescue, Tarheel II Tall Fescue, or Quest Tall Fescue Perennial Ryegrass Creeping Red Fescue Red Top	100 (110) 50 (55) 40 (50) 10 (10)
2A Salt Tolerant Roadside Mixture 7/	Inferno Tall Fescue, Tarheel II Tall Fescue, or Quest Tall Fescue Perennial Ryegrass Audubon Red Fescue Rescue 911 Hard Fescue Fults Salt Grass 1/	60 (70) 20 (20) 30 (20) 30 (20) 60 (70)"

Revise Table II of Article 1081.04(c)(6) of the Standard Specifications to read:

TABLE II						
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/
Audubon Red Fescue	0	97	82	0.10	3 (105)	-
Fescue, Creeping Red	-	97	82	1.00	6 (211)	-
Fescue, Inferno Tall	0	98	83	0.10	2 (70)	-
Fescue, Tarheel II Tall	-	97	82	1.00	6 (211)	-
Fescue, Quest Tall	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/
Rescue 911 Hard Fescue	0	97	82	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, 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 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  $\pm 2$  in. ( $\pm 50$  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 consider the fluid nature of the concrete for designing the falsework and forms. Forms shall be tight to prevent leakage of fluid concrete.

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 plans.

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 plans.

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 plans.

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 plans.

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  $\pm 2$  in. ( $\pm 50$  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

## STEEL COST ADJUSTMENT (BDE) (RETURN FORM WITH BID)

Effective: April 2, 2004

Revised: January 1, 2007

Description. At the bidder's option, a steel cost adjustment will be made to provide additional compensation to the Contractor or a credit to the Department for fluctuations in steel prices. The bidder must indicate on the attached form whether or not steel cost adjustments will be part of this contract. This attached form shall be submitted with the bid. Failure to submit the form 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<sub>L</sub> = 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<sub>M</sub> 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<sub>L</sub> and CBP<sub>M</sub> 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 steel items 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.

**Attachment**

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

Return With Bid

**ILLINOIS DEPARTMENT  
OF TRANSPORTATION**

**OPTION FOR  
STEEL COST ADJUSTMENT**

The bidder shall submit this form with his/her bid. Failure to submit the form 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: January 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. Guardrails shall be Class A, with Type II coatings. The weight (mass) of the galvanized coating for each side of the guardrail shall be at least 2.00 oz/sq ft (610 g/sq m). The overall combined weight (mass) of the coating on both sides shall meet or exceed 4.00 oz/sq ft (1220 g/sq m). The thickness of the zinc or zinc alloy will be determined for each side 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 3.1 mils (79  $\mu$ m)."

80153

## **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, 2007

Revise the second sentence of the first paragraph of Article 280.04(a) of the Standard Specifications to read:

"Temporary ditch checks shall be constructed with rolled excelsior, products from the Department's approved list, or with aggregate when specified."

Revise Article 1081.15(f) of the Standard Specifications to read:

"(f) Rolled Excelsior. Rolled excelsior shall consist of an excelsior fiber filling totally encased inside netting and sealed with metal clips or knotted at the ends. Each roll shall be a minimum of 20 in. (500 mm) in diameter and a minimum of 10 ft (3 m) in length. Each 10 ft (3 m) roll shall have a minimum weight (mass) of 30 lbs (13.6 kg). The excelsior fiber filling shall be weed free. At least 80 percent of the fibers shall be a minimum of 6 in. (150 mm) in length. The fiber density shall be a minimum of 1.38 lb/cu ft (22 kg/cu m). The netting shall be composed of a polyester or polypropylene material which retains 70 percent of its strength after 500 hours of exposure to sunlight. The maximum opening of the net shall be 1 x 1 in. (25 x 25 mm)."

80087

**TRAINING SPECIAL PROVISIONS (BDE)** This Training Special Provision supersedes Section 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities," and is in implementation of 23 U.S.C. 140(a).

As part of the contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The contractor shall provide on-the-job training aimed at developing full journeyman in the type of trade or job classification involved. The number of trainees to be trained under this contract will be **3**. In the event the contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within the reasonable area of recruitment. Prior to commencing construction, the contractor shall submit to the Illinois Department of Transportation for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Special Provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g. by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the Illinois Department of Transportation and the Federal Highway Administration. The Illinois Department of Transportation and the Federal Highway Administration shall approve a program, if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved by not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the Illinois Department of Transportation and the Federal Highway Administration. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training of persons in excess of the number specified herein. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the contractor and evidences a lack of good faith on the part of the contractor in meeting the requirement of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program.

It is not required that all trainees be on board for the entire length of the contract. A contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The contractor shall furnish the trainee a copy of the program he will follow in providing the training. The contractor shall provide each trainee with a certification showing the type and length of training satisfactorily complete.

The contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

METHOD OF MEASUREMENT The unit of measurement is in hours.

BASIS OF PAYMENT This work will be paid for at the contract unit price of 80 cents per hour for TRAINEES. The estimated total number of hours, unit price and total price have been included in the schedule of prices.

20338

## WORKING DAYS

Effective: January 1, 2002

The Contractor shall complete the work within \_\_\_\_\*\_\_\_\_ working days.

\*There is an interim completion date of 3:30 P.M. local time on Thursday, July 3, 2008; and an "all work included" completion date of 3:30 P.M. local time on Friday, August 28, 2009 (see special provisions for details).

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

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**ATTACHMENTS**

- A. Employment Preference for Appalachian Contracts  
(included in Appalachian contracts only)

**I. GENERAL**

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4 and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. Selection of Labor: During the performance of this contract, the contractor shall not:

- a. Discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
- b. Employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

**II. NONDISCRIMINATION**

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

listed on the wage determination unless the Administrator of the

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

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 the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U/S. C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for

inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

## **VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR**

1. On all federal-aid contracts on the national highway system, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

- a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
- b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
- c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

## **VII. SUBLETTING OR ASSIGNING THE CONTRACT**

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's 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

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"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.

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### **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.

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**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.

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**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.

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.

## **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

### **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.il.gov/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.il.gov/desenv/subsc.html>.

If you have any questions concerning the wage rates, please contact IDOT's Chief Contract Official at 217-782-7806.