

## **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.

# 289

RETURN WITH BID

Proposal Submitted By
Name
Address
City

Letting June 15, 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. 97291  
MADISON County  
Section 06-00208-02-RP (Alton)  
Route FAU 8966 (Belchik Expressway)  
Project HPD-387(5)  
District 8 Construction Funds

PLEASE MARK THE APPROPRIATE BOX BELOW:

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

Prepared by

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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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. 97291  
MADISON County  
Section 06-00208-02-RP (Alton)  
Project HPD-387(5)  
Route FAU 8966 (Belchik Expressway)  
District 8 Construction Funds**

**Construction consists of a new 4-lane PCC pavement, 2 @ 24' from East Broadway to Illinois Route 143, intersection improvement at East Broadway to include traffic signals, roadway lighting, pavement patching, curb and gutter, storm sewers and all other work to complete the project in the City of Alton. The Union Pacific Railroad will remove and replace the existing tracks and ties and will construct a new crossing surface, controller with gates and signals at 109 + 01 of Belchick Expressway.**

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-98-382-06  
 PPS NBR - 8-10179-0010

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT NUMBER - 97291  
 ECMS002 DTGECM03 ECMR003 PAGE 1  
 RUN DATE - 05/17/07  
 RUN TIME - 214649

COUNTY NAME	CODE	DIST	SECTION NUMBER	PROJECT NUMBER	ROUTE
MADISON	119	08	06-00208-02-RP (ALTON)	HPD-0387/005/000	FAU 8966

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE
				DOLLARS	CENTS	
LR420033	PCC PVMT 9 SPL	SQ YD	14,308.000	=		
LR420037	PCC PVMT 10 SPL	SQ YD	707.000	=		
XX003332	REM EX LIGHT STD	EACH	1.000	=		
XX005729	MAN TA 8 DIA T1F OL	EACH	1.000	=		
XX006025	INTER MONITOR MODULE	EACH	1.000	=		
XX006971	SS 1 WAT MN 18	FOOT	75.000	=		
XX006972	SS 2 WAT MN 48	FOOT	112.000	=		
XX006973	SS 2 WAT MN 60	FOOT	60.000	=		
XX006975	INTERSEED CL 3 MOD	ACRE	1.250	=		
XX006976	INLETS TA T3V F&G SPL	EACH	12.000	=		
XX006977	INLETS TB T11V F&G SP	EACH	15.000	=		
XX006978	RD MAN 5 T3V F&G SPL	EACH	1.000	=		
XX006979	RD MAN 7 T3V F&G SPL	EACH	2.000	=		
XX006980	CAP EX STLMT PLTFRM	EACH	11.000	=		
XX006981	CAP EX INCLINOMETERS	EACH	5.000	=		

FAU 8966  
 06-00208-02-RP (ALTON)  
 MADISON

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT NUMBER - 97291

ECMS002 DTGECM03 ECMR003 PAGE 2  
 RUN DATE - 05/17/07  
 RUN TIME - 214649

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	CTS
				DOLLARS	CENTS		
XX006982	REM EX PIEZOM RO STA	L SUM	1.000	=			
XX006983	CLEARING	ACRE	10.000	=			
X0300019	REM REIN PARKING BLKS	EACH	21.000	=			
X0321905	SS 1 WAT MN 12	FOOT	62.000	=			
X0322050	RAISD REF PM REFL REM	EACH	2.000	=			
X0322208	TEMP STORM SEWER PLUG	EACH	1.000	=			
X0323093	SS 1 WAT MN 24	FOOT	45.000	=			
X0323153	EC C GROUND 6 1C GRN	FOOT	2,895.000	=			
X0323412	REM EX SERV INSTALL	EACH	1.000	=			
X0323437	CON FLX MET WP 2	EACH	2.000	=			
X0323954	SS 2 WAT MN 18	FOOT	36.000	=			
X0324021	SS 1 WAT MN 30	FOOT	56.000	=			
X0696100	PARKING BLOCKS	EACH	5.000	=			
X5012610	CONC HDWL REM PART	EACH	1.000	=			
X6020019	INLETS TB SPL T3V F&G	EACH	7.000	=			

FAU 8966  
 06-00208-02-RP (ALTON)  
 MADISON

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT NUMBER - 97291

ECMS002 DTGECM03 ECMR003 PAGE 3  
 RUN DATE - 05/17/07  
 RUN TIME - 214649

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	CTS
				DOLLARS	CENTS		
X7015005	CHANGEABLE MESSAGE SN	CAL DA	24.000	=			
X7240205	REMOV SIGN COMPLETE	EACH	2.000	=			
X8011010	TELEPHONE SERV INSTAL	L SUM	1.000	=			
Z0018900	DRILL-GROUT DOW BARS	EACH	40.000	=			
Z0036200	PAINT CURB	FOOT	488.000	=			
Z0048400	RAILROAD CROSSING REM	EACH	1.000	=			
Z0048665	RR PROT LIABILITY INS	L SUM	1.000	=			
20200100	EARTH EXCAVATION	CU YD	2,074.000	=			
20201200	REM & DISP UNS MATL	CU YD	100.000	=			
20400800	FURNISHED EXCAV	CU YD	24,079.000	=			
20800150	TRENCH BACKFILL	CU YD	382.000	=			
25000200	SEEDING CL 2	ACRE	8.400	=			
25000400	NITROGEN FERT NUTR	POUND	756.000	=			
25000500	PHOSPHORUS FERT NUTR	POUND	756.000	=			
25000600	POTASSIUM FERT NUTR	POUND	756.000	=			

FAU 8966  
 06-00208-02-RP (ALTON)  
 MADISON

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT NUMBER - 97291  
 ECMS002 DTGECM03 ECMR003 PAGE 4  
 RUN DATE - 05/17/07  
 RUN TIME - 214649

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
25000700	AGR GROUND LIMESTONE	TON	16.800	=			
25000750	MOWING	ACRE	6.250	=			
25003200	INTERSEED CL 2	ACRE	5.000	=			
25100115	MULCH METHOD 2	ACRE	8.400	=			
25100630	EROSION CONTR BLANKET	SQ YD	1,000.000	=			
25100635	HD EROS CONTR BLANKET	SQ YD	154.000	=			
28000250	TEMP EROS CONTR SEED	POUND	4,200.000	=			
28000300	TEMP DITCH CHECKS	EACH	24.000	=			
28000400	PERIMETER EROS BAR	FOOT	4,992.000	=			
28000500	INLET & PIPE PROTECT	EACH	58.000	=			
28000720	MULCH METHOD 2	ACRE	42.000	=			
28100207	STONE RIPRAP CL A4	TON	563.000	=			
28200200	FILTER FABRIC	SQ YD	937.000	=			
31100300	SUB GRAN MAT A 4	SQ YD	19,023.000	=			
31101000	SUB GRAN MAT B	TON	189.000	=			

FAU 8966  
 06-00208-02-RP (ALTON)  
 MADISON

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT NUMBER - 97291

ECMS002 DTGECM03 ECMR003 PAGE 5  
 RUN DATE - 05/17/07  
 RUN TIME - 214649

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	CTS
				DOLLARS	CENTS		
31101900	SUB GRAN MAT C	TON	1,186.000	=			
35300300	PCC BSE CSE 8	SQ YD	632.000	=			
35800100	PREPARATION OF BASE	SQ YD	6,397.000	=			
40200800	AGG SURF CSE B	TON	166.000	=			
40201000	AGGREGATE-TEMP ACCESS	TON	838.000	=			
40600100	BIT MATLS PR CT	GALLON	1,451.000	=			
40600300	AGG PR CT	TON	28.000	=			
40600400	MIX CR JTS FLANGEWYS	TON	3.000	=			
40600982	HMA SURF REM BUTT JT	SQ YD	461.000	=			
40600990	TEMPORARY RAMP	SQ YD	237.000	=			
40603235	P HMA BC IL19.0 N70	TON	77.000	=			
40603545	P HMA SC "D" N90	TON	1,159.000	=			
40800050	INCIDENTAL HMA SURF	TON	164.000	=			
42001165	BR APPR PAVT	SQ YD	406.000	=			
42001200	PAVEMENT FABRIC	SQ YD	183.000	=			



FAU 8966  
06-00208-02-RP (ALTON)  
MADISON

ILLINOIS DEPARTMENT OF TRANSPORTATION  
SCHEDULE OF PRICES  
CONTRACT NUMBER - 97291

ECMS002 DTGECM03 ECMR003 PAGE 6  
RUN DATE - 05/17/07  
RUN TIME - 214649

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
42001300	PROTECTIVE COAT	SQ YD	20,415.000	=			
42001420	BR APPR PVT CON (PCC)	SQ YD	183.000	=			
42300200	PCC DRIVEWAY PAVT 6	SQ YD	61.000	=			
42300400	PCC DRIVEWAY PAVT 8	SQ YD	249.000	=			
42400100	PC CONC SIDEWALK 4	SQ FT	1,609.000	=			
42400800	DETECTABLE WARNINGS	SQ FT	24.000	=			
44000100	PAVEMENT REM	SQ YD	237.000	=			
44000196	HMA SURF REM SPL	SQ YD	325.000	=			
44000198	HMA SURF REM VAR DP	SQ YD	6,089.000	=			
44000200	DRIVE PAVEMENT REM	SQ YD	101.000	=			
44000300	CURB REM	FOOT	1,326.000	=			
44000500	COMB CURB GUTTER REM	FOOT	189.000	=			
44000600	SIDEWALK REM	SQ FT	2,314.000	=			
44003800	MEDIAN SURF REMOVAL	SQ FT	778.000	=			
44200116	PAVT PATCH T1 10	SQ YD	17.000	=			

FAU 8966  
 06-00208-02-RP (ALTON)  
 MADISON

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT NUMBER - 97291  
 ECWS002 DTGECM03 ECMR003 PAGE 7  
 RUN DATE - 05/17/07  
 RUN TIME - 214649

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	CTS
				DOLLARS	CENTS		
44200120	PAVT PATCH T2 10	SQ YD	322.000	=			
44200124	PAVT PATCH T3 10	SQ YD	19.000	=			
44200126	PAVT PATCH T4 10	SQ YD	546.000	=			
44201823	CL D PATCH T1 15	SQ YD	3.000	=			
44201831	CL D PATCH T3 15	SQ YD	86.000	=			
44201833	CL D PATCH T4 15	SQ YD	166.000	=			
44213200	SAW CUTS	FOOT	1,972.000	=			
44300200	STRIP REF CR CON TR	FOOT	3,831.000	=			
48101200	AGGREGATE SHLDS B	TON	15.000	=			
48203003	HMA SHOULDERS 1 1/2	SQ YD	1,989.000	=			
48203037	HMA SHOULDERS 10	SQ YD	20.000	=			
50102400	CONC REM	CU YD	9.000	=			
50105220	PIPE CULVERT REMOV	FOOT	25.000	=			
50300260	BR DECK GROOVING	SQ YD	1,722.000	=			
50800105	REINFORCEMENT BARS	POUND	948.000	=			

FAU 8966  
 06-00208-02-RP (ALTON)  
 MADISON

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT NUMBER - 97291

ECMS002 DTGECM03 ECMR003 PAGE 8  
 RUN DATE - 05/17/07  
 RUN TIME - 214649

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE
				DOLLARS	CENTS	
54213657	PRC FLAR END SEC 12	EACH	1.000	=		
54213663	PRC FLAR END SEC 18	EACH	2.000	=		
54213672	PRC FLAR END SEC 27	EACH	1.000	=		
54213675	PRC FLAR END SEC 30	EACH	1.000	=		
54213705	PRC FLAR END SEC 60	EACH	1.000	=		
54215547	MET END SEC 12	EACH	14.000	=		
54247140	GRATING-C FL END S 27	EACH	1.000	=		
54247150	GRATING-C FL END S 30	EACH	1.000	=		
55019500	SS 1 RCP CL 4 12	FOOT	872.000	=		
55019600	SS 1 RCP CL 4 15	FOOT	45.000	=		
55019700	SS 1 RCP CL 4 18	FOOT	45.000	=		
55019800	SS 1 RCP CL 4 21	FOOT	50.000	=		
55020100	SS 1 RCP CL 3 30	FOOT	19.000	=		
55021600	SS 2 RCP CL 3 12	FOOT	122.000	=		
55021800	SS 2 RCP CL 3 18	FOOT	101.000	=		

FAU 8966  
 06-00208-02-RP (ALTON)  
 MADISON

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT NUMBER - 97291

ECWS002 DTGECM03 ECMR003 PAGE 9  
 RUN DATE - 05/17/07  
 RUN TIME - 214649

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
55022100	SS 2 RCP CL 3 27	FOOT	64.000	X	=		
55022600	SS 2 RCP CL 3 48	FOOT	448.000	X	=		
55022800	SS 2 RCP CL 2 60	FOOT	423.000	X	=		
55100500	STORM SEWER REM 12	FOOT	145.000	X	=		
55100700	STORM SEWER REM 15	FOOT	125.000	X	=		
55101200	STORM SEWER REM 24	FOOT	14.000	X	=		
55101400	STORM SEWER REM 30	FOOT	3.000	X	=		
55101600	STORM SEWER REM 36	FOOT	15.000	X	=		
552A1600	SS JKD CL A 48	FOOT	55.000	X	=		
59300100	CONTR LOW-STRENG MATL	CU YD	285.000	X	=		
60100945	PIPE DRAINS 12	FOOT	900.000	X	=		
60226100	RD MAN 6 DIA T1F OL	EACH	1.000	X	=		
60237000	INLETS TA T15F&L	EACH	2.000	X	=		
60240210	INLETS TB T1F OL	EACH	1.000	X	=		
60240320	INLETS TB T15F&L	EACH	5.000	X	=		

FAU 8966  
 06-00208-02-RP (ALTON)  
 MADISON

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT NUMBER - 97291

ECWS002 DTGECM03 ECMR003 PAGE 10  
 RUN DATE - 05/17/07  
 RUN TIME - 214649

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	CTS
				DOLLARS	CENTS		
60246541	INLET BOX SPL N1	EACH	2.000	=			
60246542	INLET BOX SPL N2	EACH	5.000	=			
60255500	MAN ADJUST	EACH	1.000	=			
60255600	MAN ADJUST SPL	EACH	1.000	=			
60500060	REMOV INLETS	EACH	4.000	=			
60600605	CONC CURB TB	FOOT	528.000	=			
60603500	COMB CC&G TB6.06	FOOT	198.000	=			
60603800	COMB CC&G TB6.12	FOOT	4,387.000	=			
60605000	COMB CC&G TB6.24	FOOT	5,615.000	=			
60605500	COMB CC&G TB6.24 VWGF	FOOT	134.000	=			
60608600	COMB CC&G TM6.06	FOOT	72.000	=			
60610400	COMB CC&G TM6.24	FOOT	119.000	=			
60618300	CONC MEDIAN SURF 4	SQ FT	14,648.000	=			
60623714	CONC MEDIAN SPL	SQ FT	300.000	=			
60625900	PCC RAMP MED TERM	EACH	6.000	=			

FAU 8966  
 06-00208-02-RP (ALTON)  
 MADISON

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT NUMBER - 97291

ECMS002 DTGECM03 ECMR003 PAGE 11  
 RUN DATE - 05/17/07  
 RUN TIME - 214649

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
60900515	CONC THRUST BLOCKS	EACH	14.000	=		=	
63000005	SPBGR TY B	FOOT	600.000	=		=	
63100045	TRAF BAR TERM T2	EACH	1.000	=		=	
63100085	TRAF BAR TERM T6	EACH	3.000	=		=	
63100167	TR BAR TRM T1 SPL TAN	EACH	2.000	=		=	
63400105	GUARD POSTS	EACH	5.000	=		=	
63400205	GUARD POSTS REMOV	EACH	2.000	=		=	
67000400	ENGR FIELD OFFICE A	CAL MO	15.000	=		=	
67100100	MOBILIZATION	L SUM	1.000	=		=	
70101700	TRAF CONT & PROT	L SUM	1.000	=		=	
70300100	SHORT-TERM PAVT MKING	FOOT	828.000	=		=	
70300210	TEMP PVT MK LTR & SYM	SQ FT	622.000	=		=	
70300220	TEMP PVT MK LINE 4	FOOT	22,211.000	=		=	
70300240	TEMP PVT MK LINE 6	FOOT	838.000	=		=	
70300260	TEMP PVT MK LINE 12	FOOT	551.000	=		=	

FAU 8966  
 06-00208-02-RP (ALTON)  
 MADISON

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT NUMBER - 97291

ECMS002 DTGECM03 ECMR003 PAGE 12  
 RUN DATE - 05/17/07  
 RUN TIME - 214649

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
70300280	TEMP PVT MK LINE 24	FOOT	510.000	X	=		
70301000	WORK ZONE PAVT MK REM	SQ FT	10,292.000	X	=		
72000100	SIGN PANEL T1	SQ FT	174.000	X	=		
72000200	SIGN PANEL T2	SQ FT	93.000	X	=		
72800100	TELES STL SIN SUPPORT	FOOT	297.000	X	=		
73000100	WOOD SIN SUPPORT	FOOT	18.000	X	=		
78000100	THPL PVT MK LTR & SYM	SQ FT	250.000	X	=		
78000200	THPL PVT MK LINE 4	FOOT	8,765.000	X	=		
78000500	THPL PVT MK LINE 8	FOOT	361.000	X	=		
78000600	THPL PVT MK LINE 12	FOOT	301.000	X	=		
78000650	THPL PVT MK LINE 24	FOOT	319.000	X	=		
78008200	POLYUREA PM T1 LTR-SY	SQ FT	372.000	X	=		
78008210	POLYUREA PM T1 LN 4	FOOT	7,715.000	X	=		
78008230	POLYUREA PM T1 LN 6	FOOT	980.000	X	=		
78008240	POLYUREA PM T1 LN 8	FOOT	694.000	X	=		

FAU 8966  
06-00208-02-RP (ALTON)  
MADISON

ILLINOIS DEPARTMENT OF TRANSPORTATION  
SCHEDULE OF PRICES  
CONTRACT NUMBER - 97291

ECMS002 DTGECM03 ECMR003 PAGE 13  
RUN DATE - 05/17/07  
RUN TIME - 214649

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	CTS
				DOLLARS	CENTS		
78008250	POLYUREA PM T1 LN 12	FOOT	275.000				
78008270	POLYUREA PM T1 LN 24	FOOT	171.000				
78100100	RAISED REFL PAVT MKR	EACH	203.000				
78200300	PRISMATIC CURB REFL	EACH	280.000				
78200410	GUARDRAIL MKR TYPE A	EACH	17.000				
78200530	BAR WALL MKR TYPE C	EACH	6.000				
78201000	TERMINAL MARKER - DA	EACH	3.000				
78300200	RAISED REF PVT MK REM	EACH	86.000				
78300400	TH-PL PAVT MK REMOV	SQ FT	73.000				
78300500	PAINT PAVT MK REMOV	SQ FT	28.000				
80400100	ELECT SERV INSTALL	EACH	1.000				
80400200	ELECT UTIL SERV CONN	L SUM	1.000	2,000	00	2,000	00
80500100	SERV INSTALL TY A	EACH	2.000				
81000600	CON T 2 GALVS	FOOT	75.000				
81012300	CON T 1 PVC	FOOT	320.000				



FAU 8966  
 06-00208-02-RP (ALTON)  
 MADISON

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT NUMBER - 97291  
 ECMS002 DTGECM03 ECMR003 PAGE 14  
 RUN DATE - 05/17/07  
 RUN TIME - 214649

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	CTS
				DOLLARS	CENTS		
81012400	CON T 1 1/4 PVC	FOOT	1,804.000	=			
81012500	CON T 1 1/2 PVC	FOOT	30.000	=			
81012600	CON T 2 PVC	FOOT	50.000	=			
81012700	CON T 2 1/2 PVC	FOOT	32.000	=			
81012800	CON T 3 PVC	FOOT	147.000	=			
81012900	CON T 3 1/2 PVC	FOOT	68.000	=			
81013000	CON T 4 PVC	FOOT	83.000	=			
81013100	CON T 5 PVC	FOOT	28.000	=			
81013200	CON T 6 PVC	FOOT	7.000	=			
81018500	CON P 2 GALVS	FOOT	98.000	=			
81018700	CON P 3 GALVS	FOOT	204.000	=			
81018800	CON P 3 1/2 GALVS	FOOT	125.000	=			
81019000	CON P 5 GALVS	FOOT	65.000	=			
81300550	JUN BX SS AS 12X12X6	EACH	2.000	=			
81300800	JUN BX SS AS 18X12X6	EACH	2.000	=			

FAU 8966  
06-00208-02-RP (ALTON)  
MADISON

ILLINOIS DEPARTMENT OF TRANSPORTATION  
SCHEDULE OF PRICES  
CONTRACT NUMBER - 97291

ECMS002 DTGECM03 ECMR003 PAGE 15  
RUN DATE - 05/17/07  
RUN TIME - 214649

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE
				DOLLARS	CENTS	
81400700	HANDHOLE PCC	EACH	19.000	=		
81400720	DBL HANDHOLE PCC	EACH	2.000	=		
81603025	UD 2#4 #4G XLP USE	FOOT	1,049.000	X		
81603035	UD 2#6 #6G XLP USE	FOOT	2,355.000	X		
81702140	EC C XLP USE 1C 4	FOOT	843.000	X		
81900200	TR & BKFIL F ELECT WK	FOOT	5,515.000	X		
81900205	TR & BKFIL ELEC W SPL	FOOT	44.000	X		
82102400	LUM SV HOR MT 400W	EACH	18.000	X		
82500520	LT CONT CBRCS 60-480	EACH	1.000	X		
83003200	LT P A 45MH 6DA	EACH	1.000	X		
83004200	LT P A 50MH 6DA	EACH	17.000	X		
83600100	LIGHT POLE FDN	EACH	17.000	X		
83800650	BKMWY DEV COU SS SCR N	EACH	68.000	X		
85700200	FAC T4 CAB	EACH	1.000	X		
85707000	RAILROAD FAC & CAB	EACH	1.000	X		

FAU 8966  
 06-00208-02-RP (ALTON)  
 MADISON

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT NUMBER - 97291

ECMS002 DIGECM03 ECMR003 PAGE 16  
 RUN DATE - 05/17/07  
 RUN TIME - 214649

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	CTS
				DOLLARS	CENTS		
87301215	ELCBL C SIGNAL 14 2C	FOOT	180.000	X	=		
87301225	ELCBL C SIGNAL 14 3C	FOOT	847.000	X	=		
87301245	ELCBL C SIGNAL 14 5C	FOOT	4,659.000	X	=		
87301255	ELCBL C SIGNAL 14 7C	FOOT	3,409.000	X	=		
87301305	ELCBL C LEAD 14 1PR	FOOT	9,681.000	X	=		
87301605	ELCBL C COMM 16 3PR	FOOT	520.000	X	=		
87301805	ELCBL C SERV 6 2C	FOOT	30.000	X	=		
87502680	TS POST A 14	EACH	4.000	X	=		
87700170	S MAA & P 26	EACH	1.000	X	=		
87700200	S MAA & P 32	EACH	1.000	X	=		
87700210	S MAA & P 34	EACH	1.000	X	=		
87700240	S MAA & P 40	EACH	1.000	X	=		
87700270	S MAA & P 46	EACH	1.000	X	=		
87700280	S MAA & P 48	EACH	2.000	X	=		
87700320	S MAA & P 55	EACH	1.000	X	=		

FAU 8966  
 06-00208-02-RP (ALTON)  
 MADISON

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT NUMBER - 97291

ECMS002 DTGECM03 ECMR003 PAGE 17  
 RUN DATE - 05/17/07  
 RUN TIME - 214649

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE
				DOLLARS	CENTS	
87800100	CONC FDN TY A	FOOT	12.000	=		
87800200	CONC FDN TY D	FOOT	8.000	=		
87800400	CONC FDN TY E 30D	FOOT	10.000	=		
87800415	CONC FDN TY E 36D	FOOT	89.000	=		
88040070	SH P LED 1F 3S BM	EACH	10.000	=		
88040090	SH P LED 1F 3S MAM	EACH	11.000	=		
88040110	SH P LED 1F 4S BM	EACH	6.000	=		
88040120	SH P LED 1F 4S MAM	EACH	3.000	=		
88040150	SH P LED 1F 5S BM	EACH	4.000	=		
88040160	SH P LED 1F 5S MAM	EACH	4.000	=		
88102820	PED SH P LED 1F 2S BM	EACH	2.000	=		
88200300	TS BACKPLATE PLASTIC	EACH	38.000	=		
88300300	DIRECT LOUV C	EACH	18.000	=		
88500100	INDUCTIVE LOOP DETECT	EACH	35.000	=		
88600100	DET LOOP T1	FOOT	4,522.000	=		

FAU 8966  
06-00208-02-RP (ALTON)  
MADISON

ILLINOIS DEPARTMENT OF TRANSPORTATION  
SCHEDULE OF PRICES  
CONTRACT NUMBER - 97291

ECMS002 DTGECM03 ECMR003 PAGE 18  
RUN DATE - 05/17/07  
RUN TIME - 214649

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
88800100	PED PUSH-BUTTON	EACH	2.000		=		
89100400	ILLUM SIGN LED	EACH	4.000		=		
89502380	REMOV EX HANDHOLE	EACH	2.000		=		
89502385	REMOV EX CONC FDN	EACH	5.000		=		
				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.

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

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

## 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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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.

- 1. Are you currently an officer or employee of either the Capitol Development Board or the Illinois Toll Highway Authority? Yes \_\_\_ No \_\_\_
2. 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 \_\_\_

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(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 \_\_\_

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(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 \_\_\_

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

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(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 \_\_\_

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

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

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**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 \_\_\_\_\_

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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. 97291  
MADISON County  
Section 06-00208-02-RP (Alton)  
Project HPD-387(5)  
Route FAU 8966 (Belchik Expressway)  
District 8 Construction Funds**

**PART II. WORKFORCE PROJECTION - continued**

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

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

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

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

**PART III. AFFIRMATIVE ACTION PLAN**

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

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

Address \_\_\_\_\_

**NOTICE REGARDING SIGNATURE**

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

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Instructions: All tables must include subcontractor personnel in addition to prime contractor personnel.

Table A - Include both the number of employees that would be hired to perform the contract work and the total number currently employed (Table B) that will be allocated to contract work, and include all apprentices and on-the-job trainees. The "Total Employees" column should include all employees including all minorities, apprentices and on-the-job trainees to be employed on the contract work.

Table B - Include all employees currently employed that will be allocated to the contract work including any apprentices and on-the-job trainees currently employed.

Table C - Indicate the racial breakdown of the total apprentices and on-the-job trainees shown in Table A.

**RETURN WITH BID**

**ADDITIONAL FEDERAL REQUIREMENTS**

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

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

**RETURN WITH BID**

**Contract No. 97291  
MADISON County  
Section 06-00208-02-RP (Alton)  
Project HPD-387(5)  
Route FAU 8966 (Belchik Expressway)  
District 8 Construction Funds**

PROPOSAL SIGNATURE SHEET

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

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

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

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

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

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

Attest \_\_\_\_\_  
Signature \_\_\_\_\_  
Business Address \_\_\_\_\_

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

RETURN WITH BID



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

Item No.
Letting Date

KNOW ALL MEN BY THESE PRESENTS, That We

as PRINCIPAL, and

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

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

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

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

In TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this day of A.D.,

PRINCIPAL 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. 97291  
MADISON County  
Section 06-00208-02-RP (Alton)  
Project HPD-387(5)  
Route FAU 8966 (Belchik Expressway)  
District 8 Construction Funds**



**Illinois Department of Transportation**





## NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., June 15, 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. 97291  
MADISON County  
Section 06-00208-02-RP (Alton)  
Project HPD-387(5)  
Route FAU 8966 (Belchik Expressway)  
District 8 Construction Funds**

**Construction consists of a new 4-lane PCC pavement, 2 @ 24' from East Broadway to Illinois Route 143, intersection improvement at East Broadway to include traffic signals, roadway lighting, pavement patching, curb and gutter, storm sewers and all other work to complete the project in the City of Alton. The Union Pacific Railroad will remove and replace the existing tracks and ties and will construct a new crossing surface, controller with gates and signals at 109 + 01 of Belchick Expressway.**

- 3. INSTRUCTIONS TO BIDDERS.** (a) This Notice, the invitation for bids, proposal and letter of award shall, together with all other documents in accordance with Article 101.09 of the Standard Specifications for Road and Bridge Construction, become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.  
  
(b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.
- 4. AWARD CRITERIA AND REJECTION OF BIDS.** This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the rules, Invitation for Bids and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to readvertise the proposed improvement, and to waive technicalities.

By Order of the  
Illinois Department of Transportation

Milton R. Sees, Acting 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.

RECURRING SPECIAL PROVISIONS

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

<u>CHECK SHEET #</u>		<u>PAGE NO.</u>
1	X Additional State Requirements For Federal-Aid Construction Contracts (Eff. 2-1-69) (Rev. 1-1-07) .....	1
2	X Subletting of Contracts (Federal-Aid Contracts) (Eff. 1-1-88) (Rev. 5-1-93) .....	3
3	X EEO (Eff. 7-21-78) (Rev. 11-18-80) .....	4
4	Specific Equal Employment Opportunity Responsibilities Non Federal-Aid Contracts (Eff. 3-20-69) (Rev. 1-1-94) .....	14
5	Required Provisions - State Contracts (Eff. 4-1-65) (Rev. 1-1-07) .....	19
6	Reserved .....	24
7	X National Pollutant Discharge Elimination System Permit (Eff. 7-1-94) (Rev. 1-1-03) .....	25
8	Haul Road Stream Crossings, Other Temporary Stream Crossings, and In-Stream Work Pads (Eff. 1-2-92) (Rev. 1-1-98) .....	26
9	Construction Layout Stakes Except for Bridges (Eff. 1-1-99) (Rev. 1-1-07) .....	27
10	Construction Layout Stakes (Eff. 5-1-93) (Rev. 1-1-07) .....	30
11	Use of Geotextile Fabric for Railroad Crossing (Eff. 1-1-95) (Rev. 1-1-07) .....	33
12	Subsealing of Concrete Pavements (Eff. 11-1-84) (Rev. 1-1-07) .....	35
13	Hot-Mix Asphalt Surface Removal (Cold Milling) (Eff. 11-1-87) (Rev. 1-1-07) .....	39
14	Pavement and Shoulder Resurfacing (Eff. 2-1-00) (Rev. 1-1-07) .....	41
15	PCC Partial Depth Hot-Mix Asphalt Patching (Eff. 1-1-98) (Rev. 1-1-07) .....	42
16	Patching with Hot-Mix Asphalt Overlay Removal (Eff. 10-1-95) (Rev. 1-1-07) .....	44
17	Polymer Concrete (Eff. 8-1-95) (Rev. 3-1-05) .....	45
18	PVC Pipeliner (Eff. 4-1-04) (Rev. 1-1-07) .....	47
19	Pipe Underdrains (Eff. 9-9-87) (Rev. 1-1-07) .....	48
20	X Guardrail and Barrier Wall Delineation (Eff. 12-15-93) (Rev. 1-1-97) .....	49
21	Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-07) .....	53
22	Temporary Modular Glare Screen System (Eff. 1-1-00) (Rev. 1-1-07) .....	55
23	Temporary Portable Bridge Traffic Signals (Eff. 8-1-03) (Rev. 1-1-07) .....	57
24	Work Zone Public Information Signs (Eff. 9-1-02) (Rev. 1-1-07) .....	59
25	Night Time Inspection of Roadway Lighting (Eff. 5-1-96) .....	60
26	English Substitution of Metric Bolts (Eff. 7-1-96) .....	61
27	English Substitution of Metric Reinforcement Bars (Eff. 4-1-96) (Rev. 1-1-03) .....	62
28	X Calcium Chloride Accelerator for Portland Cement Concrete (Eff. 1-1-01) .....	63
29	Quality Control of Concrete Mixtures at the Plant-Single A (Eff. 8-1-00) (Rev. 1-1-04) .....	64
30	Quality Control of Concrete Mixtures at the Plant-Double A (Eff. 8-1-00) (Rev. 1-1-04) .....	70
31	Quality Control/Quality Assurance of Concrete Mixtures (Eff. 4-1-92) (Rev. 1-1-07) .....	78
LRS 1	<b>Reserved</b> .....	91
LRS 2	<input type="checkbox"/> Furnished Excavation (Eff. 1-1-99) (Rev. 1-1-07) .....	92
LRS 3	<input checked="" type="checkbox"/> Work Zone Traffic Control (Eff. 1-1-99) (Rev. 1-1-07) .....	93
LRS 4	<input checked="" type="checkbox"/> Flaggers in Work Zones (Eff. 1-1-99) (Rev. 1-1-07) .....	94
LRS 5	<input type="checkbox"/> Contract Claims (Eff. 1-1-02) (Rev. 1-1-07) .....	95
LRS 6	<input type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals (Eff. 1-1-02) .....	96
LRS 7	<input type="checkbox"/> Bidding Requirements and Conditions for Material Proposals (Eff. 1-1-02) (Rev. 1-1-03) .....	102
LRS 8	<input type="checkbox"/> Failure to Complete the Work on Time (Eff. 1-1-99) .....	108
LRS 9	<input type="checkbox"/> Bituminous Surface Treatments (Eff. 1-1-99) .....	109
LRS 10	<input type="checkbox"/> Reflective Sheeting Type C (Eff. 1-1-99) (Rev. 1-1-02) .....	110
LRS 11	<input type="checkbox"/> Employment Practices (Eff. 1-1-99) .....	111
LRS 12	<input type="checkbox"/> Wages of Employees on Public Works (Eff. 1-1-99) (Rev. 1-1-06) .....	113
LRS 13	<input type="checkbox"/> Selection of Labor (Eff. 1-1-99) .....	114
LRS 14	<input type="checkbox"/> Paving Brick and Concrete Paver Pavements and Sidewalks (Eff. 1-1-04) (Rev. 1-1-07) .....	115
LRS 15	<input type="checkbox"/> Partial Payments (Eff. 1-1-07) .....	118

**INDEX TO SPECIAL PROVISIONS**

<u>SHEET(S)</u>	<u>SPECIAL PROVISIONS</u>
1	DESCRIPTION OF WORK
1	GENERAL CONSTRUCTION SEQUENCE
2	UTILITY ADJUSTMENTS
2	TRAFFIC CONTROL PLAN
3	CONSTRUCTION AND MAINTENANCE SIGN SUPPORTS
4	TRAFFIC CONTROL AND PROTECTION
5	DEPARTMENT OF THE ARMY PERMIT
5	RAILROAD COORDINATION
6	CLEARING
7	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL
7	EARTH EXCAVATION
8	EMBANKMENT
8	CAP EXISTING SETTLEMENT PLATFORMS
9	CAP EXISTING INCLINOMETERS
9	REMOVE EXISTING PIEZOMETER READOUT STATION
10	SEEDING
10	INTERSEEDING, CLASS 3 (MODIFIED)
11	EXISTING TEMPORARY EROSION CONTROL SYSTEMS
11	HOT-MIX ASPHALT SURFACE REMOVAL W/ SKETCH OF ILLINOIS STANDARD W8-I106
14	CLASS D PATCHES
14	MEDIAN SURFACE REMOVAL
14	METAL END SECTIONS 12"

<u>SHEET(S)</u>	<u>SPECIAL PROVISIONS</u>
14	GRATING FOR CONCRETE FLARED END SECTION 27"
15	PIPE CULVERT REMOVAL
15	STORM SEWERS JACKED IN PLACE, CLASS A 48"
16	TEMPORARY STORM SEWER PLUGS
16	MANHOLES
17	INLETS AND MANHOLES
17	INLETS AND MANHOLES SPECIAL
17	INLET BOX, SPECIAL
17	MANHOLES TO BE ADJUSTED (SPECIAL)
18	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.06
18	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24 (VARIABLE WIDTH GUTTER FLAG)
18	GUARD POSTS REMOVAL
19	MOBILIZATION
19	PAINT CURB
19	PARKING BLOCKS
19	REMOVE AND REINSTALL PARKING BLOCKS
20	RAILROAD CROSSING REMOVAL
20	REMOVE SIGN COMPLETE
20	CONCRETE REMOVAL
21	HOT-MIX ASPHALT SURFACE REMOVAL, SPECIAL
21	CONCRETE MEDIAN (SPECIAL)
21	P.C.C. RAMPED MEDIAN TERMINAL
22	CONCRETE HEADWALL REMOVAL PARTIAL

SHEET(S)

SPECIAL PROVISIONS

22	RAISED REFLECTIVE PAVEMENT MARKER, REFLECTOR REMOVAL
22	INCIDENTAL HOT-MIX ASPHALT SURFACING
22	REMOVAL OF EXISTING TRAFFIC SIGNAL EQUIPMENT
23	TRAFFIC SIGNAL TURN-ON AND FINAL INSPECTION
23	CONDUIT PUSHED, GALVANIZED STEEL
24	TRENCH AND BACKFILL FOR ELECTRICAL WORK (SPECIAL)
25	PEDESTRIAN PUSH BUTTONS
25	CONCRETE FOUNDATION, TYPE D
26	GENERAL ELECTRICAL REQUIREMENTS
27	LIGHT POLE FOUNDATION
28	RAILROAD, FULL-ACTUATED CONTROLLER AND CABINET
28	ILLUMINATED SIGN, LED
28	ELECTRIC UTILITY SERVICE CONNECTION
29	ELECTRIC SERVICE INSTALLATION
30	LIGHTING CONTROLLER
30	LUMINAIRE
31	CONDUIT, FLEXIBLE METALLIC, WEATHERPROOF 2"
32	WATER MAIN QUALITY PIPE FOR STORM SEWERS
32	TELEPHONE SERVICE INSTALLATION
33	INTERSECTION MONITOR MODULE
41	STATUS OF UTILITIES TO BE ADJUSTED
43	MAST ARM BORINGS
43	MONTHLY LABOR SUMMARY AND ACTIVITY REPORTING SYSTEM

FAU Route 8966  
Cpl. Chris Belchik  
Memorial Expressway

SHEETS(S)	<u>SPECIAL PROVISIONS</u>
46	LOG OF BORING
54	STORM WATER POLLUTION PREVENTION PLAN
65	DEPARTMENT OF THE ARMY PERMIT NO. P2159
74	ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
78-142	UP RAILROAD AGREEMENTS, INSURANCE REQUIREMENTS

INDEX LOCAL ROADS AND STREETS SPECIAL PROVISIONS

<u>LR#</u>	<u>Title (Effective Date) (Revision Date)</u>	<u>Page #</u>
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 630	"Steel Plate Beam Guardrail" (Eff. 2/1/07). Developed to allow local agencies to continue to use 27" guardrail with 6 inch blockouts. ....	
LR SD 631	"Traffic Barrier Terminals" (Rev. 2/1/07). Developed to keep Traffic Barrier Terminals Type 1, 2 & 5A as an option for local agencies to use with 27" guardrail with 6 inch blockouts. ....	
LR SD 633	"Remove and Reerect Steel Plate Beam Guardrail" (Eff. 2/1/07). Developed to allow local agencies to replace 27" guardrail with 6 inch blockouts. ....	
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	X "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. ....	143
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 107-4	X "Insurance" (Eff. 2/1/07). Developed based on recommendations from IACE Policy Committee to ensure local agencies are indemnified when their projects are on the state letting. ....	146
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 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	X "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. ....	147
LR 442	"Bituminous Patching Mixtures for Maintenance Use" (Eff 1/1/04) (Rev. 2/1/07). 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	"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. ....	
LR 1004	"Coarse Aggregate for Bituminous Surface Treatment" (Eff. 1/1/02) (Rev 1/1/07). Developed to provide a coarser mix when aggregate producers have adjusted the CA-16 gradation according to the Aggregate Gradation Control System (AGCS) to a finer mix for Hot-Mix Asphalt. ....	
LR 1013	"Rock Salt (Sodium Chloride)" (Eff. 8/1/69) (Rev. 1/1/02) .....	
LR 1032-1	"Penetrating Emulsions" (Eff. 1/1/07) (Rev. 2/1/07). 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) (Rev. 2/1/07). 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 April 27 and June 15, 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.

<u>File Name</u>	<u>Pg#</u>		<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
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
* 80173	150	X	Bituminous Materials Cost Adjustments	Nov. 2, 2006	Jan. 2, 2007
50261			Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	Jan. 1, 2007
50481			Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	Jan. 1, 2007
50491			Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	Jan. 1, 2007
50531			Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	Jan. 1, 2007
80166	153	X	Cement	Jan. 1, 2007	
* 80177			Digital Terrain Modeling for Earthwork Calculations	April 1, 2007	
80029	156	X	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Jan. 1, 2007
* 80178	164	X	Dowel Bars	April 1, 2007	
80167	165	X	Electrical Service Installation – Traffic Signals	Jan. 1, 2007	
* 80179	166	X	Engineer's Field Office Type A	April 1, 2007	
* 80175			Epoxy Pavement Markings	Jan. 1, 2007	
* 80180	167	X	Erosion and Sediment Control Deficiency Deduction	April 1, 2007	
* 80168	168	X	Errata for the 2007 Standard Specifications	Jan. 1, 2007	April 1, 2007
80169			High Tension Cable Median Barrier	Jan. 1, 2007	
80142	170	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
* 80181			Hot-Mix Asphalt – Field Voids in the Mineral Aggregate	April 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	April 1, 2007
80109			Impact Attenuators	Nov. 1, 2003	Jan. 1, 2007
80110			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	171	X	Multilane Pavement Patching	Nov. 1, 2002	
80129			Notched Wedge Longitudinal Joint	July 1, 2004	Jan. 1, 2007
* 80182			Notification of Reduced Width	April 1, 2007	
80069			Organic Zinc-Rich Paint System	Nov. 1, 2001	Jan. 1, 2007
80022	172	X	Payments to Subcontractors	June 1, 2000	Jan. 1, 2006
80148			Planting Woody Plants	Jan. 1, 2006	
80134	174	X	Plastic Blockouts for Guardrail	Nov. 1, 2004	Jan. 1, 2007
80119	175	X	Polyurea Pavement Marking	April 1, 2004	Jan. 1, 2007
80170			Portland Cement Concrete Plants	Jan. 1, 2007	
80171	182	X	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	184	X	Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
* 80172			Reclaimed Asphalt Pavement (RAP)	Jan. 1, 2007	April 1, 2007

<u>File Name</u>	<u>Pg#</u>		<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80160	186	X	Reflective Crack Control Treatment	April 1, 2006	Jan. 1, 2007
* 80183	189	X	Reflective Sheeting on Channelizing Devices	April 1, 2007	
80151	190	X	Reinforcement Bars	Nov. 1, 2005	Jan. 1, 2007
80164			Removal and Disposal of Regulated Substances	Aug. 1, 2006	Jan. 1, 2007
* 80184	192	X	Retroreflective Sheeting, Nonreflective Sheeting, and Translucent Overlay Film for Highway Signs	April 1, 2007	
80131	198	X	Seeding (NOTE: This special provision was previously named "Seeding and Sodding".)	July 1, 2004	Jan. 1, 2007
80152			Self-Consolidating Concrete for Cast-In-Place Construction	Nov. 1, 2005	Jan. 1, 2007
80132	200	X	Self-Consolidating Concrete for Precast Products	July 1, 2004	Jan. 1, 2007
* 80127			Steel Cost Adjustment	April 2, 2004	April 1, 2007
80153	202	X	Steel Plate Beam Guardrail	Nov. 1, 2005	Jan. 1, 2007
80143	203	X	Subcontractor Mobilization Payments	April 2, 2005	
80075			Surface Testing of Pavements	April 1, 2002	Jan. 1, 2007
80087	204	X	Temporary Erosion Control	Nov. 1, 2002	Jan. 1, 2007
* 80176	205	X	Thermoplastic Pavement Markings	Jan. 1, 2007	
80161	207	X	Traffic Signal Grounding	April 1, 2006	Jan. 1, 2007
20338			Training Special Provisions	Oct. 15, 1975	
80154			Turf Reinforcement Mat	Nov. 1, 2005	Jan. 1, 2007
* 80185			Type ZZ Retroreflective Sheeting, Nonreflective Sheeting, and Translucent Overlay Film for Highway Signs	April 1, 2007	
80162			Uninterruptable Power Supply (UPS)	April 1, 2006	Jan. 1, 2007
80149	209	X	Variable Spaced Tining	Aug. 1, 2005	Jan. 1, 2007
80163	210	X	Water Blaster with Vacuum Recovery	April 1, 2006	Jan. 1, 2007
80071	211	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:

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
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	

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
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	
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	

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
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	
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

## STATE OF ILLINOIS SPECIAL PROVISIONS

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The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2007, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures for Materials", in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of FAU Route 8966 Cpl. Chris Belchik Memorial Expressway, Section 06-00208-02-RP, in the City of Alton, Madison County, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

### DESCRIPTION OF WORK

This project is located in the City of Alton, Madison County, Illinois and consists of the third and final phase of construction of the Cpl. Chris Belchik Memorial Expressway. The project extends from East Broadway to Landmarks Boulevard (Illinois Route 143) and includes related improvements along East Broadway and along Landmarks Boulevard.

Major items of work included in this project consists of clearing earth excavation, embankment, storm sewer construction, sub-base granular material, portland cement concrete pavement, combination concrete curb and gutter, concrete median surface, pavement patching, portland cement concrete base course, hot-mix asphalt surface removal, hot-mix asphalt binder and surface courses, traffic signals, roadway lighting and other miscellaneous items of construction.

The Cpl. Chris Belchik Memorial Expressway was formerly known as the Indiana Avenue Extension. Any references in the plans and special provisions to "Indiana Avenue" should be interpreted to mean "Cpl. Chris Belchik Memorial Expressway".

### GENERAL CONSTRUCTION SEQUENCE

The Traffic Control Plans show two phases of construction. Generally, all construction may proceed in all areas during both phases except as described below:

1. Construction shall proceed in phases as shown on the plans in order to provide access to Missouri Avenue at all times.
2. The Contractor shall complete the proposed 48 inch and 60 inch storm sewer outlet prior to filling in the existing box culvert on East Broadway at Station 5+90.

**UTILITY ADJUSTMENTS**

The following companies have facilities within the limits of this project:

Charter Communications  
508 Niagara  
East Alton, IL 62024  
(618) 251-2660

City of Alton  
Public Works Department  
#2 Emma L. Kaus Lane  
Alton, IL 62002  
(618) 463-3530

SBC Communications  
203 Goethe  
Collinsville, IL 62234  
(618) 346-6400

Center Point Energy  
11839 Bluff Road  
Columbia, IL 62236  
(618) 799-9098

Ameren UE  
700 Oakwood Avenue  
P.O. Box 478  
Alton, IL 62002  
(618) 463-4043 (Gas)  
(618) 463-4051 (Electric)

Illinois American Water Co.  
4436 Industrial Drive  
P.O. Box 186  
Alton, IL 62002  
(618) 466-2131

These utilities will require adjustment or relocation as shown on the form for Status of Utilities to be Adjusted contained within these Special Provisions.

**TRAFFIC CONTROL PLAN**

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 "National Manual on Uniform Traffic Control Devices for Streets and Highways", Illinois Supplement to the National Manual on Uniform Traffic Control Devices, these Special Provisions, and any special details and Highway Standards contained herein and in the plans.

Special attention is called to Article 107.09 and 107.14 of the "Standard Specifications for Road and Bridge Construction" and the following Highway Standards relating to traffic control:

<u>701006</u>	<u>701602</u>	<u>701801</u>	<u>                    </u>
<u>701011</u>	<u>701606</u>	<u>702001</u>	<u>                    </u>
<u>701421</u>	<u>701701</u>	<u>BLR 17</u>	<u>                    </u>

East Broadway shall remain open to two-way traffic at all times during the construction of this project, except during the construction of the three storm sewer crossings and patching operations during which traffic may be reduced to one lane, two-way operation if necessary.

Access shall be provided to Missouri Avenue at all times in accordance with the phasing shown on the plans.

Access shall be provided to the AmerenUE gas plant at all times in accordance with the traffic control plans.

Illinois Avenue shall remain open to at least one lane of traffic at all times until Indiana Avenue is open to traffic.

Access to Alton Plaza shall be maintained at all times.

Other entrances within the project limits shall remain open for access to adjacent property. These entrances may be temporarily closed for short durations while construction operations move through the entrance.

Access to sideroads and entrances shall be maintained by placing temporary aggregate as specified in the Special Provision for Aggregate for Temporary Access.

All hazards within the work zone shall be protected with Type 1 barricades with flashing lights.

In addition, the following Special Provision(s) will also govern traffic control for this project:

- Traffic Control and Protection
- Construction and Maintenance Sign Supports
- Check Sheet LRS 3
- Check Sheet LRS 4
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**CONSTRUCTION AND MAINTENANCE SIGN SUPPORTS**

All construction signs mounted on permanent support for use in temporary traffic control having an area of 1 square meter (10 square feet) or more shall be mounted on two 100 mm x 100 mm (4 in x 4 in) or two 100 mm x 150 mm (4 in x 6 in) wood posts.

Type A metal post (two for each sign) conforming to Article 1006.29 of the Standard Specifications may be used in lieu of wood posts. Type A metal posts used for these signs may be unfinished.

This work shall not be measured and paid for but shall be considered included in the cost of TRAFFIC CONTROL AND PROTECTION.

**TRAFFIC CONTROL AND PROTECTION**

This work consists of providing all Traffic Control required to complete this project including all necessary barricades, flashers, signs, flagmen, etc.

This work shall be done in accordance with the details shown on the plans, Sections 701 of the Standard Specifications and other special provisions herein relating to Traffic Control.

The Contractor shall provide and maintain portable changeable message signs prior to traffic signal turn on at the following locations:

- East Broadway West Bound Approach
- East Broadway East Bound Approach
- Landmarks Blvd. West Bound Approach
- Landmarks Blvd. East Bound Approach

The locations of these signs shall be approved by the Engineer. These signs shall remain in operation 72 hours prior to the traffic signal turn on to 72 hours after the traffic signal turn on.

The message displayed on the sign for 72 hours prior to the traffic signal turn on shall inform the motorists when the traffic signals are going to be put into operation. An example message follows:

TRAFFIC  
SIGNAL  
TURN ON

Screen 1

TUESDAY  
Date

Screen 2

The message displayed on the sign for the 72 hours after the traffic signal turn on follows:

TRAFFIC  
SIGNAL  
AHEAD

Screen 1

Each screen shall be displayed for 1.5 seconds. The messages displayed on the signs shall be approved by the Engineer.



Payment for this work shall be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION and per calendar day for CHANGEABLE MESSAGE SIGN.

### **DEPARTMENT OF THE ARMY PERMIT**

Construction of this project is authorized under Permit No. P-2159 from the Department of the Army. A copy of this permit and conditions and management practices applicable to this project is attached with this Special Provision. The Contractor is required to comply with the provisions of this permit. No extra compensation shall be allowed in complying with the provisions of this permit.

It shall be noted that the timeframe on the permit that prohibits tree removal has changed since the original permit was issued. The Contractor now shall not remove trees from the project site between the dates of April 1 and August 31.

### **RAILROAD COORDINATION**

#### Grade Crossing:

There is an at grade railroad crossing of the Union Pacific Railroad located at Station 109+01. The Railroad will remove and replace the existing tracks and ties and will construct a new concrete crossing surface, a new railroad controller, automatic gate and signals. The Contractor shall coordinate his work with the Railroad.

The Contractor will be required to execute a Contractor's Right of Entry Agreement, pay the \$500.00 administrative fee and coordinate the project with the railroad. The Contractor's Right of Entry Agreement will be similar to those attached hereto for the conduit crossing and the storm sewer crossing and will be provided to the Contractor at the preconstruction meeting. Copies of all correspondence shall be sent to the Engineer.

#### Conduit Crossing:

There is a proposed traffic signal conduit to be pushed under the Union Pacific Railroad as shown on the plans. The Contractor shall coordinate this work with the Railroad.

A copy of an agreement between the Union Pacific Railroad Company and the City of Alton is included in these special provisions. The Contractor is required to comply with the provisions of this agreement. A copy of the Contractor's Right of Entry Agreement is also attached. It shall be the Contractor's responsibility to execute the Contractor's Right of Entry Agreement, pay the \$500.00 administrative fee and coordinate the project with the railroad. Copies of all correspondence shall be sent to the Engineer.

#### Storm Sewer Crossing:

There is a proposed storm sewer in steel casing to be pushed under the Union Pacific Railroad as shown on the plans. The Contractor shall coordinate this work with the Railroad.

A copy of an agreement between the Union Pacific Railroad Company and the City of Alton is included in these special provisions. The Contractor is required to comply with the provisions of this agreement. A copy of the Contractor's Right of Entry Agreement is also attached. It shall be the Contractor's responsibility to execute the Contractor's Right of Entry Agreement, pay the \$500.00 administrative fee and coordinate the project with the railroad. Copies of all correspondence shall be sent to the Engineer.

**Insurance:**

The Contractor shall provide insurance as described in the special provision for Railroad Protective Liability Insurance.

**Payment:**

Payment for coordination with the Railroad, Right of Entry fees and insurance shall be made at the contract lump sum price for RAILROAD PROTECTIVE LIABILITY INSURANCE. In the event that the services of railroad flaggers are required, this cost will be reimbursed to the Contractor in accordance with Article 109.04.

**CLEARING**

This work consists of clearing, tree removal and additional removal items as described herein and on the plans within the clearing limits delineated on the plans. This work shall be done in accordance with Section 201 of the Standard Specifications. Clearing shall consist of the removal and disposal of all existing items that are present whether shown on the plans or not, including but not limited to vegetation, brush, stumps, trees, logs, organic waste, fences, walls, foundations, culverts, piping, structures, concrete items, rubbish, debris, light poles, timbers, steel posts, parking blocks, and masonry.

All removal items within the clearing limits shall not be paid for separately but will be included in this item.

Due to the nature of the project site, the plans do not thoroughly show all existing items and topographic features. Therefore the Contractor shall perform a thorough inspection of the project site during the bidding process to familiarize himself with the existing conditions that will be encountered in performing the work. Failure to do so will not be considered as grounds for additional compensation for unforeseen adverse conditions encountered during the progress of the work.

The Contractor shall remove the existing concrete foundation shown on the plans near Morrison Avenue. The vertical concrete walls of this foundation shall be removed. Concrete footings below the walls may remain in place and be buried.

Existing bituminous concrete pavement south of the U.P. Railroad shall be removed under this item.

The Illinois Avenue right-of-way and temporary construction easement connecting to Morrison Avenue shall be cleared as described above. In addition to clearing, the Contractor shall remove the existing piles of fill material down to the original ground surface. Fill material that is acceptable to the Engineer may be used for embankment. From Station 136+00 to Station 143+00, after clearing, the Contractor shall grade the existing embankment to smooth out irregularities, provide positive drainage away from the shoulders and repair erosion as directed by the Engineer.

The Contractor shall know that the removal of trees between April 1 and August 31 is prohibited (See DEPARTMENT OF THE ARMY PERMIT, Page 5). To avoid this problem, in March, 2007, the City of Alton removed trees within the clearing limits from Sta. 109+12 to Sta. 119+00. This allows the Contractor to proceed with construction work in this area during the prohibited tree removal dates.

Measurement for this item shall be the area delineated on the plans as limits of CLEARING. Payment for this work will be made at the contract unit price per acre for CLEARING.

#### **REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL**

After the CLEARING work is completed, any earth materials encountered within the limits of the proposed embankment or sub-grade that is deemed by the Engineer as unstable or unsuitable for embankment construction, shall be excavated and removed as directed by the Engineer. These materials shall be transported to the disposal areas shown on the plans or other areas within the right-of-way as directed by the Engineer.

The Contractor shall grade the disposal areas as directed by the Engineer and any rock, stone, concrete, etc. shall be covered by a minimum of 18 inches of earth.

Replacement materials shall be as directed by the Engineer and shall consist of either suitable embankment materials or sub-base granular material type B.

Payment for this work will be made at the contract unit price per cubic yard for REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL; and per ton for SUB-BASE GRANULAR MATERIAL, TYPE B.

#### **EARTH EXCAVATION**

This work shall be done in accordance with Section 202 of the Standard Specifications.

At locations where the existing gravel or bituminous treated surface lies beneath the finished grade of the proposed subgrade, the Contractor shall scarify and recompact the existing surface prior to placing the earth embankment. At locations where the existing gravel or bituminous treated surface lies above the finished grade of the proposed subgrade, the Contractor shall remove the existing surface. Quantities for the removal of the existing surface where necessary are included in the quantity of Earth Excavation.

The contract quantity for earth excavation is based on the "CUT" shown on the plan cross sections.

Payment for this work shall be made at the contract unit price per cubic yard for EARTH EXCAVATION.

**EMBANKMENT**

In order to be approved for use as embankment material, embankment must meet all applicable requirements of Sections 202, 203, 204, 205, and 502 of the Standard Specifications and meet the following requirements:

1. It must fall in one of the following Highway Research Classifications: A-1, A-2, A-3, A-4, A-6, or A-7-6.
2. It shall have a Liquid Limit of 49 or less.
3. Any A-4, A-6 or A-7-6 material to be used as borrow for embankment construction shall not have an organic content greater than 7%.
4. Classification of the material for points 1 and 2 shall be determined in accordance with the latest AASHTO Designation: M 145.
5. When tested for density in place, any soil classified as an A-4 shall not contain more than 100% of optimum moisture content determined according to AASHTO T-99.

The outside 3 meters (9 feet) of those portions of the embankment which will be permanently exposed in the completed roadway shall be constructed using native materials of a classification that will support vegetation and contain a plasticity index of 12 or greater as directed by the Engineer.

**CAP EXISTING SETTLEMENT PLATFORMS**

There are existing settlement platform riser pipes at the following locations:

	<u>Station</u>	<u>Offset</u>
1.	118+00	Centerline
2.	120+00	Centerline
3.	121+50	Centerline
4.	121+50	60 Ft. Left
5.	122+50	Centerline
6.	123+50	Centerline
7.	123+50	60 Ft. Right
8.	126+75	Centerline
9.	Over MRT Pipeline	20 Ft. Right

- |     |                      |             |
|-----|----------------------|-------------|
| 10. | Over Illini Pipeline | 20 Ft. Left |
| 11. | 130+00               | Centerline  |

The Contractor shall remove the riser pipes to at least 2 feet below the subgrade. The pipe shall be capped by welding a 1/4 inch steel plate cap or threaded cap. The area shall be backfilled and compacted.

Existing protection fencing and fence posts, if present, shall be removed. Payment for this work will be made at the contract unit price per each for CAP EXISTING SETTLEMENT PLATFORMS.

### **CAP EXISTING INCLINOMETERS**

There are existing PVC inclinometer casing pipes at the following locations:

	<u>Station</u>	<u>Offset</u>	<u>Bottom Elevation</u>	<u>Top Elevation</u>
1.	121+05	109 Ft. Left	380	424.0
2.	122+50	140 Ft. Right	380	421.0
3.	123+88	156 Ft. Left	385	421.0
4.	127+00	137 Ft. Right	390	421.5
5.	128+00	140 Ft. Right	390	421.5

The Contractor shall remove the casing pipes to at least 2 feet below the subgrade. The pipe shall be capped with the existing plastic cap. The area shall be backfilled and compacted.

Existing protection fence and fence posts, if present, shall be removed.

Payment for this work will be made at the contract unit price per each for CAP EXISTING INCLINOMETERS.

### **REMOVE EXISTING PIEZOMETER READOUT STATION**

There is an existing piezometer readout station located at approximately Station 119+50, 100 feet right.

The Contractor shall remove the existing readout station, conduits, tubes, protection fence and posts. Tubes and conduits shall be removed to at least 1 foot below grade. The area shall be backfilled, compacted and graded.

Payment for this work will be made at the contract lump sum price for REMOVE EXISTING PIEZOMETER READOUT STATION.

## SEEDING

All disturbed areas are to be seeded.

When Class 2 seeding is done between March 1st and June 1st, the seed mixture shall also include 55kg/ha (48 pounds per acre) of Spring Oats.

When Class 2 seeding is done between August 1st and November 15th, the seed mixture shall also include 63kg/ha (56 pounds per acre) of Balboa Farm Rye or 67kg/ha (60 pounds per acre) of Winter Wheat.

The cost for performing this work will be paid for at the contract unit price per hectare (acre) for SEEDING CLASS 2, which price shall include the seeding and all necessary included work as directed by the Engineer.

The amount of Seeding Class 2 shown in the contract has been estimated. The Contractor will be paid for the amount actually seeded, at the contract unit price bid per hectare (acre), as directed by the Engineer.

## INTERSEEDING, CLASS 3 (MODIFIED)

Existing embankment slopes near the bridge abutments and on the right side from Station 125+00 to Station 129+00 are steeper than 3 to 1. These areas shall be interseeded as directed by the Engineer in accordance with Section 250 of the Standard Specifications. A special slope seeding mixture shall be used as follows:

<u>Seeds</u>	<u>Pounds per Acre</u>
Alta Fescue or Ky 31	45
Perennial Ryegrass	35
Andropogon Scoparius (little Bluestem)	15
Bouteloua Curtipendula (Side-Oats Grama)	20
Oates, Spring	55

Payment for this work will be made at the contract unit price per acre for INTERSEEDING, CLASS 3 (MODIFIED).

### **EXISTING TEMPORARY EROSION CONTROL SYSTEMS**

This work consists of maintaining and removing existing erosion control systems. This work shall be done in accordance with Section 280 of the Standard Specifications and as described herein.

Existing temporary erosion control systems were installed under a previous contract. These existing systems shall be maintained and removed as directed by the Engineer. At the direction of the Engineer, material from removal of sediment and from removal of existing stone ditch checks shall be either placed on the embankment or wasted to the disposal area shown on the plans.

Payment for this work shall be made according to Article 109.04.

### **HOT-MIX ASPHALT SURFACE REMOVAL w/Sketch of Illinois Standard W8-I106**

This work shall consist of removing bituminous surface to the limits specified on the plans in accordance with Section 440 of the Standard Specifications except as herein modified.

The cuttings from the bituminous surface removal shall become the property of the Contractor and their salvage value shall be reflected in the contract unit price for this item.

Concrete patches which have to be partially removed shall be removed and included in the cost of this item.

Manholes and valve vaults which are exposed by the bituminous surface removal and transverse cuts at the end of the day which are more than 12 mm (1/2 inch) deep shall be tamped with a bituminous cold mix. The cost of this temporary taper shall be included in the cost of this item.

When the removal width of the machine is less than the width of the lane, the operations shall be planned such that after the bituminous surface for a portion of the lane has been removed the remaining portion shall have been removed by the end of the day so that the two passes begin and terminate even with each other.

If the depth of removal is greater than 12 mm (1/2 inch), the removal shall be tapered at the terminating point at the end of each day's operation when the lane is open to traffic.

All materials, equipment, and labor necessary to complete the work and maintenance of the tapers as specified above will be included in the cost of this item.

After any bituminous removal operation has been performed, the Contractor shall erect special "ROUGH GROOVED SURFACE" signs, as shown on the attached sheet, in advance of the construction zone in both directions, if applicable.

FAU Route 8966  
Cpl. Chris Belchik  
Memorial Expressway

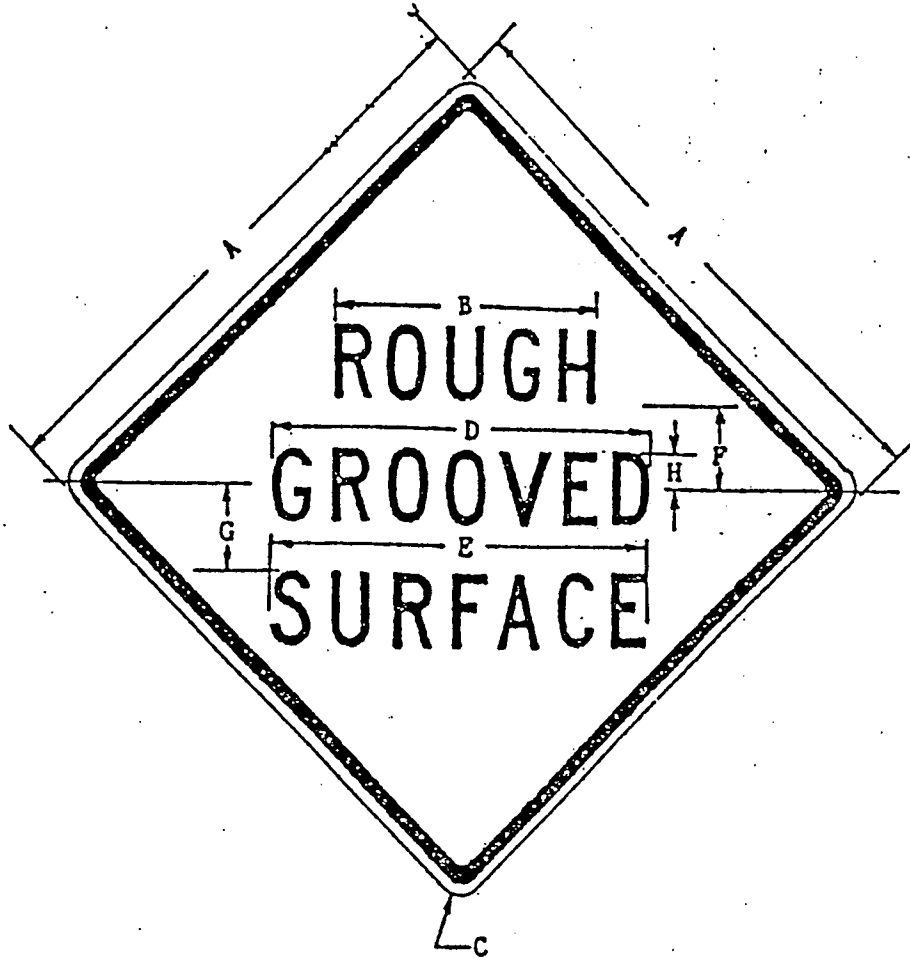
These signs shall remain in place until they are no longer applicable as determined by the Engineer. They shall then be removed by the Contractor and become his property.

The cost of furnishing, erecting, maintaining, and removing these signs will not be paid for separately, but shall be considered included in the cost of this item.

Payment for this work will be made at the contract unit price per square yard for HOT-MIX ASPHALT SURFACE REMOVAL (VARIABLE DEPTH).



# ILLINOIS STANDARD W8-1106



COLOR: LEGEND AND BORDER      BLACK NON-REFLECTORIZED  
BACKGROUND                              ORANGE REFLECTORIZED

SIGN SIZE	DIMENSIONS							
	A	B	C	D	E	F	G	H
36x36	36.0	17.2	2.2	24.3	23.5	5.5	10.5	2.5
48x48	48.0	24.1	3.0	34.0	33.0	6.0	13.0	3.5

SIGN SIZE	SERIES			MAR-GIN	BOR-DER	BLANK STD.
	LINES					
	1	2	3			
36x36	5C	5C	5C	0.6	0.8	B4-36D
48x48	7C	7C	7C	0.8	1.2	B4-48D

All dimensions in inches.

4445Z

### **CLASS D PATCHES**

This work consists of pavement patching on East Broadway as shown on the plans.

This work shall be done in accordance with Section 442 of the Standard Specifications and as specified herein.

Full depth saw cuts shall be made along the sides of the area to be patched.

Payment for this work shall be made at the contract unit price per foot for SAW CUTS and per square yard for CLASS D PATCHES of the type and depth specified.

### **MEDIAN SURFACE REMOVAL**

This work consists of removal of the existing concrete median surface shown on the plans.

This work shall be done in accordance with Section 440 of the Standard Specifications.

Payment for this work shall be made at the contract unit price per square foot for MEDIAN SURFACE REMOVAL.

### **METAL END SECTIONS 12"**

This work consists of furnishing and installing metal end sections. The metal end sections shall be 12" in size and shall be installed at the stations and flow lines as shown in the plans.

This work shall be done in accordance with Section 542 of the Standard Specifications and Highway Standard 542401.

Payment for this work shall be made at the contract unit price per each for METAL END SECTIONS 12".

### **GRATING FOR CONCRETE FLARED END SECTION 27"**

This work consists of furnishing and installing a grating to fit a 27" concrete flared end section. The design of the grating shall match the design shown on Highway Standard 542311 for a 30" end section except the dimensions shall be modified as needed to fit a 27" end section. The grating shall be installed at the location shown on the plans.

This work shall be done in accordance with Section 542 of the Standard Specifications and Highway Standard 542311.

Payment for this work shall be made at the contract unit price per each for GRATING FOR CONCRETE FLARED END SECTION 27".

### **PIPE CULVERT REMOVAL**

This work consists of the removal and disposal of an existing 30 inch iron pipe culvert and excavation and grading for the outlet ditch near East Broadway Station 11+91.87 right side.

This work shall be done in accordance with Section 501 of the Standard Specifications. Existing headwalls, concrete or other structural appurtenances shall also be removed and disposed of and considered included in the cost of pipe culvert removal.

The Contractor shall also excavate and grade the proposed outlet channel as shown on the typical section on the plans. This work shall be considered included in the cost of pipe culvert removal including disposal of the surplus excavations.

Payment for this work shall be made at the contract unit price per foot for PIPE CULVERT REMOVAL.

### **STORM SEWERS JACKED IN PLACE, CLASS A 48"**

This work consists of the construction of a 48 inch storm sewer in a 66 inch steel casing to be jacked in place under the Union Pacific Railroad tracks as shown on the plans.

This work shall be done in accordance with Section 552 of the Standard Specifications, in accordance with the "Pipeline Crossing Agreement" between the City of Alton and the Union Pacific Railroad Company of which a copy is attached to these Special Provisions and as specified herein.

The Contractor will be required to execute the railroad's "Contractor's Right of Entry Agreement" of which a copy is attached to these Special Provisions. The Contractor shall pay the administrative fee required by this agreement.

At the location where the proposed storm sewer crosses under the Union Pacific Railroad as shown on the plans, the storm sewer shall be constructed in tunnel by the use of a steel casing pipe. Casing pipe shall be installed using equipment that encases the hole as earth is removed. Boring without concurrent installation of the casing pipe will not be allowed. Wet boring will not be permitted. All joints in casing pipe shall be made with continuous welds. Casing pipe shall extend through the entire tunnel section indicated on the plans and be installed in a manner that will not disrupt train traffic.

Steel casing pipe shall meet or exceed ASTM A-139, Grade B and shall have a minimum yield strength of 35,000 psi. Hydrostatic and production weld tests are not required. The casing pipe shall be 66 inches in diameter and shall have a minimum wall thickness of 0.625 inches. Joints

shall be welded in accordance with AWWA C-206. No hydrostatic test is required but field joints shall be watertight.

Upon completion of the storm sewer construction, the Contractor shall seal both ends of the steel casing using a low strength grout material in accordance with Section 593 or other alternate sealing methods approved by the Engineer.

Payment for this work shall be made at the contract unit price per foot for STORM SEWERS JACKED IN PLACED, CLASS A 48". This one price shall include both the 48" storm sewer pipe and the 66" steel casing pipe.

### **TEMPORARY STORM SEWER PLUGS**

This work consists of constructing a temporary storm sewer plug in the end of the proposed 18 inch storm sewer pipe on Morrison Avenue.

The storm sewer plug shall be constructed from two layers of pressure treated 3/4 inch plywood cut to fit into the bell end of the concrete storm sewer pipe. Filter fabric in accordance with Section 282 of the Standard Specifications shall be wrapped around the end of the pipe prior to backfilling.

Payment for this work shall be made at the contract unit price per each for TEMPORARY STORM SEWER PLUGS.

### **MANHOLES**

Storm sewer manholes shall be constructed in accordance with Section 602 of the Standard Specifications and the applicable Highway Standards listed below:

602401  
602406  
602411  
602416  
602601

Manholes that are indicated as restricted depth manholes are too shallow to permit the use of a standard cone section. The Contractor shall utilize a precast flat slab top in accordance with the applicable Highway Standard to achieve the desired elevation. Frames and lids shall be as shown on the plans.

Payment for this work will be made at the contract unit price per each for RESTRICTED DEPTH MANHOLES of the size and type specified or for MANHOLES, TYPE A, of the size and type specified.

### **INLETS AND MANHOLES**

Storm sewer pipe connections at all inlets and manholes shall be sealed on both the outside and the inside of the structure with a Class SI Concrete collar. In addition a Class SI Concrete wash shall be poured in the bottom of the structure providing a channel with a half circle cross-section of the same diameter of the storm sewer pipe.

This work shall be considered included in the cost of the inlet or manhole and no additional payment will be made.

### **INLETS AND MANHOLES SPECIAL**

This work consists of the construction of standard inlets and manholes with special castings. This work shall be done in accordance with Section 602 of the Standard Specifications.

Type 3V or Type IIV frame and grates shall be provided as shown on the plans, except that the curb box shall have an open mouth (or throat) free of any metal grating or restriction.

Payment for this work shall be made at the contract unit price per each for MANHOLES or INLETS of the size and type specified and further noted as SPECIAL.

### **INLET BOX, SPECIAL**

This work consists of constructing special inlet boxes as shown on the plans. This work shall be done in accordance with Section 602 of the Standard Specifications and the details shown on the plans.

Special cast iron frame and grates to be used shall be Neenah R-3295 (single for Inlet Box, Special No. 1) and R-3295-2 (double for Inlet Box, Special, No. 2) or approved equal.

Payment for this work shall be made at the contract unit price per each for INLET BOX, SPECIAL, NO. 1 and INLET BOX, SPECIAL, NO. 2.

### **MANHOLES TO BE ADJUSTED (SPECIAL)**

This work consists of adjusting the manhole as shown on the plans and furnishing a new cast iron frame and lid.

This work shall be done in accordance with Section 602 of the Standard Specifications. In addition to these requirements, the Contractor shall remove and replace the existing frame and lid with a new Type I frame and solid lid in accordance with Highway Standard 604001. The

existing frame and lid to be removed shall become the property of the City of Alton and the Contractor shall deliver to the City Sewer Department.

In order to do this work, the Contractor shall saw cut and patch a 5 foot by 5 foot area around the manhole. The patching work shall be done in accordance with the Special Provision for Class D Patches.

Payment for this work shall be made at the contract unit price per each for MANHOLES TO BE ADJUSTED (SPECIAL), per foot for SAW CUTS and per square yard for CLASS D PATCHES of the type and depth specified.

#### **COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.06**

This work consists of the construction of concrete curb and gutter, Type B-6.06, at the locations shown on the plans.

This work shall be done in accordance with Section 606 of the Standard Specifications, in accordance with Highway Standard 606001 and in accordance with the detail shown on Sheet 6 in the plans.

Payment for this work shall be made at the contract unit price per foot for COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.06.

#### **COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24 (VARIABLE WIDTH GUTTER FLAG)**

This work consists of the construction of concrete curb and gutters at all end transitions shown on the plans where the curb and gutter section deviates from a Standard B-6.24 section.

This work shall be done in accordance with Section 606 of the Standard Specifications.

This work will be paid for at the contract unit price per foot for COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24 (VARIABLE WIDTH GUTTER FLAG).

#### **GUARD POSTS REMOVAL**

This work consists of removal and disposal of the existing guard posts as shown on the plans near the intersection of Indiana Avenue and East Broadway.

Removal items shall be disposed of off site in accordance with Article 202.03 of the Standard Specifications.

Payment for this work shall be made at the contract unit price per each for GUARD POSTS REMOVAL.

### **MOBILIZATION**

This item shall be in accordance with Section 671 of the Standard Specifications.

Payment for this item shall be made at the contract lump sum price for MOBILIZATION.

### **PAINT CURB**

This work shall be done in accordance with Section 780 of the Standard Specifications.

The face of the curb and 6 inches of the top of the curb shall be painted at the locations shown on the plans.

Payment for this work shall be made at the contract unit price per foot for PAINT CURB which price shall include all labor and material necessary, and no additional costs shall be allowed.

### **PARKING BLOCKS**

This work consists of furnishing and installing precast concrete parking blocks. The parking blocks shall be a minimum 6 feet 6 inches long and shall be reinforced. The parking blocks shall be held in place with two #4 bars drilled a minimum of 6 inches into the existing asphalt pavement.

Payment for this work shall be made at the contract unit price per each for PARKING BLOCKS, which price shall include all labor, equipment and materials necessary to complete this work.

### **REMOVE AND REINSTALL PARKING BLOCKS**

This work consists of removing and relocating existing precast concrete car bumpers as shown on the plans. The new location shall be 3 feet north of the right-of-way line. The car bumpers shall be held in place with two #4 bars drilled a minimum of 6 inches into the existing asphalt pavement.

The Contractor shall handle the existing car bumpers with care. Car bumpers that are damaged due to mishandling shall be replaced at the Contractor's expense.

Payment for this work shall be made at the contract unit price per each for REMOVE AND REINSTALL PARKING BLOCKS.

### **RAILROAD CROSSING REMOVAL**

This work consists of removal of the existing abandoned railroad crossing on Indiana Avenue near Station 108+57. The Contractor shall remove and dispose the existing rails, ties, ballast, plates, spikes and appurtenances including pavement within the crossing area shown on the plans. The removal limits shall be as required to construct the proposed improvements. Disposal shall be in accordance with Article 202.03 of the Standard Specifications.

Payment for this work shall be made at the contract unit price per each for RAILROAD CROSSING REMOVAL.

### **REMOVE SIGN COMPLETE**

This work consists of the complete removal and disposal of the existing signs as shown on the plans.

Removal shall be complete including signs, supports and foundation if present. All items shall be removed to 2 feet below the subgrade. Excavation shall be backfilled and compacted. Materials shall be disposed of according to Article 202.03.

Payment for this work shall be made at the contract unit price per each for REMOVE SIGN COMPLETE.

### **CONCRETE REMOVAL**

This work consists of the removal of the top of the existing box culvert under East Broadway at Station 5+90 and filling it with controlled low-strength material in accordance with Section 593.

This work can not be started until the proposed 48 inch and 60 inch storm sewer outlet is completed.

The Contractor shall excavate and remove the top of the existing box culvert. Controlled low-strength material shall be placed to fill in the existing box culvert up to a level that is 4 inches below the proposed 12 inch storm sewer to allow for the required fine aggregate bedding.

Materials shall be disposed of according to Article 202.03.



Payment for this work shall be made at the contract unit price per cubic yard for CONCRETE REMOVAL and per cubic yard for CONTROLLED LOW-STRENGTH MATERIAL.

**HOT-MIX ASPHALT SURFACE REMOVAL, SPECIAL**

This work consists of the removal and disposal of the existing bituminous surfaces at Alton Plaza as shown on the plans.

This work shall be done in accordance with Section 440 of the Standard Specifications. The bituminous surfaces to be removed under this item may consist of full depth bituminous concrete, bituminous concrete or oil and chip surface on an aggregate base or some combination of these materials.

This work will be paid for at the contract unit price per square yard for HOT-MIX ASPHALT SURFACE REMOVAL, SPECIAL.

**CONCRETE MEDIAN (SPECIAL)**

This work consists of constructing a concrete median on top of the proposed bridge approach pavement.

This work shall be done in accordance with Section 606 of the Standard Specifications and in accordance with details shown in the plans.

Payment for this work shall be made at the contract unit price per square foot for CONCRETE MEDIAN (SPECIAL).

**P.C.C. RAMPED MEDIAN TERMINAL**

This work consists of constructing a concrete ramped median terminal at locations shown in the plans.

This work shall be done in accordance with Section 606 of the Standard Specifications and Highway Standard 606301.

Payment for this work shall be made at the contract unit price per each for P.C.C. RAMPED MEDIAN TERMINAL.

### **CONCRETE HEADWALL REMOVAL PARTIAL**

This work consists of removal of the upper displaced portion of an existing concrete headwall located at Station 133+78.63, 130.35 feet right.

This work shall be done in accordance with Section 440 of the Standard Specifications and as described herein.

The Contractor shall saw cut as needed to sever the broken sections that are to be removed. The existing paved ditch and lower portion of the existing headwall shall remain in place and protected from damage.

Payment for this work shall be made at the contract unit price per each for CONCRETE HEADWALL REMOVAL PARTIAL.

### **RAISED REFLECTIVE PAVEMENT MARKER, REFLECTOR REMOVAL**

This work consists of removal of the reflector portion of existing raised reflective pavement markers as shown on the plans.

This work shall be done in accordance with the applicable requirements for removal of existing reflectors in Section 781 of the Standard Specifications.

Payment for this work shall be made at the contract unit price per each for RAISED REFLECTIVE PAVEMENT MARKER, REFLECTOR REMOVAL.

### **INCIDENTAL HOT-MIX ASPHALT SURFACING**

This work shall be done in accordance with Section 408 of the Standard Specifications except as herein modified.

A bituminous materials prime coat will not be required.

Payment for this work shall be made at the contract unit price per ton for INCIDENTAL HOT-MIX ASPHALT SURFACING.

### **REMOVAL OF EXISTING TRAFFIC SIGNAL EQUIPMENT**

This work consists of the removal and disposal of existing traffic signal equipment as shown on the plans and the removal of five existing light standards and foundations from the parking lot located along the north side of East Broadway to be designated by the Engineer.

This work shall be done in accordance with Section 895 of the Standard Specifications.

Payment for this work shall be made at the contract unit price per each for REMOVE EXISTING HANDHOLE, REMOVE EXISTING CONCRETE FOUNDATION, REMOVE EXISTING SERVICE INSTALLATION and REMOVAL OF EXISTING LIGHT STANDARD.

### **TRAFFIC SIGNAL TURN-ON AND FINAL INSPECTION**

The Contractor may request a turn-on and final inspection of completed traffic signal work at each separate location.

For a new traffic signal installation (at a location where traffic signals did not previously exist) the Contractor must advise the Department a minimum of 10 calendar days prior to the proposed turn-on date to allow for an appropriate press release to be issued. The turn-on date of new controllers at locations where traffic signals are being modified or replaced shall be in accordance with the shut down period allowed as specified elsewhere in these provisions.

The Department or responsible local agency will begin paying energy consumption charges on the turn-on date. Facility charges will be paid under the contract up to 30 days prior to the turn-on date. However, the Contractor is responsible for payment of any energy consumption charges prior to turn-on. Facility charges prior to turn-on are to be submitted for payment under Article 109.05 of the Standard Specifications along with the utility company connection charges in accordance with Section 805. Waiting for electric service to be connected by the utility company will not be a cause to suspend working day charges. However, working days will not be charged while waiting for turn-on if all other contract work is complete including electric service connection.

Subsequent to turn-on a final inspection must be requested a minimum of 7 calendar days prior to the proposed inspection date. The Department or responsible local agency will assume maintenance responsibility including knockdowns at the time that all deficiencies noted during the final inspection are corrected to the satisfaction of the Engineer. Acceptance of the controller will not be made until the requirements of Section 801 are met.

### **CONDUIT PUSHED, GALVANIZED STEEL**

This item consists of furnishing and installing galvanized steel conduit under an existing roadway, driveway, or sidewalk.

Galvanized steel conduit shall meet the requirements specified in Section 810 of the Standard Specifications.

The Contractor will have the option of substituting PVC conduit utilizing the following method of installation, as an equal alternate.

The method used to install PVC conduit shall be as follows:

- (1) A 32 mm (1-1/4") diameter or larger, solid steel rod shall be pushed under the existing roadway, driveway or sidewalk.
- (2) The specified size of PVC conduit shall be attached to the rod via an expander/adaptor.
- (3) The PVC conduit shall be pulled into place.

In the event that a conduit run cannot be installed with three sincere attempts, as determined by the Engineer, compensation for the proposed conduit run shall be as follows:

- (1) The Department will delete the contract specified method of payment for the subject conduit run.
- (2) The Department will pay for the installation of the conduit run and the three unsuccessful attempts to install the conduit run, under Article 109.04 of the Standard Specifications on the force account basis.
- (3) The Engineer will determine the method to be utilized to install the conduit run.

This item will be paid for at the contract unit price per meter (foot) for CONDUIT PUSHED, GALVANIZED STEEL of the size specified, which price shall be payment in full for furnishing and installing the conduit and fittings complete.

#### **TRENCH AND BACKFILL FOR ELECTRICAL WORK (SPECIAL)**

This work shall consist of constructing a trench beneath the bituminous paved shoulder and backfilling it.

The trench shall be constructed in accordance with and at the locations specified in the plans or as directed by the Engineer. The sides of the trench shall be saw-cut through the full depth of the bituminous shoulder material.

The trench shall not be less than 600 mm (24") in depth. The width shall be as required to accommodate the appropriate number of conduits required at each specified location. The bottom of the trench shall be tamped and the trench shall be inspected by the Engineer before the conduits are placed in the trench.

All trenches shall be backfilled as soon as possible after the installation of the conduits. The trench shall be backfilled with sand. Cinders, rocks or other deleterious materials will not be permitted in the backfilling material.

Backfilling materials shall be deposited in the trench in layers not to exceed 150 mm (6") in depth, and shall be thoroughly compacted with a mechanical tamper before the next layer is deposited in the trench.

Incidental bituminous surfacing shall be used to restore the shoulders to the existing grade. The bituminous material shall be compacted and finished as directed by the Engineer.

This work will be paid for at the contract unit price per meter (foot), measured in place along a line perpendicular to the roadway centerline and between the edge of pavement and the outside edge of the shoulders, for TRENCH AND BACKFILL FOR ELECTRICAL WORK (SPECIAL). The price for this item shall include the cost of all excavation, furnishing and placing all backfill material, the disposal of surplus material, and the incidental bituminous surfacing.

### **PEDESTRIAN PUSH BUTTONS**

Pedestrian push buttons shall be installed in accordance with Section 888 of the Standard Specifications except as follows:

Article 888.03 shall be revised to read as follows:

The pedestrian push buttons shall be mounted approximately 760 mm (30 in) above the handicapped ramp level.

### **CONCRETE FOUNDATION, TYPE D**

The concrete foundation shall be in accordance with Section 878 of the Standard Specifications and Standard 878001. Grounding shall be in accordance with Section 806 with the following additions:

- (i) The ground rod shall be ¾" dia. x 12' long.
- (ii) Four ground rods shall be installed vertically in the concrete foundation and shall protrude 4" from the concrete foundation. Each of the four ground rods shall be located inside of the controller cabinet of 0'-3" diagonally from the cabinet corner.
- (iii) A #6 AWG bare copper conductor shall be bonded to each rod with molded, sleeved, exothermic, N.E.C. approved field weld (Cadweld). One of the rods and #6 AWG bare copper conductor shall be attached to the controller cabinet ground bus. The other unused ground conductors shall remain coiled along the bottom of the cabinet enclosure. The ground conductors shall be enough to reach ground bus. PRESSURE CONNECTORS OR CLAMPS ARE NOT ACCEPTABLE.

The cost for the above additions shall be included in the pay item CONCRETE FOUNDATION, TYPE D.

## **GENERAL ELECTRICAL REQUIREMENTS**

Effective: January 1, 2002

Add the following to Section 801 of the Standard Specifications:

**“Splicing of Lighting Cables.** Splices above grade, such as in poles and junction boxes, shall have a waterproof sealant and a heat-shrinkable plastic cap. The cap shall be of a size suitable for the splice and shall have a factory-applied sealant within. Additional seal of the splice shall be assured by the application of sealant tape or the use of a sealant insert prior to the installation of the cap. Either method shall be assured compatible with the cap sealant. Tape sealant shall be applied in not less than one half-lapped layer for a length of at least 1/4-inch longer than the cap length and the tape shall also be wrapped into the crotch of the splice. Insert sealant shall be placed between the wires of the splice and shall be positioned to line up flush or extend slightly past the open base of the cap.

**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."

### **LIGHT POLE FOUNDATION**

Description: Light pole foundation shall meet the requirements of Section 836 of the Standard Specifications for Road and Bridge Construction, adopted January 1, 2007, with the following modifications:

All conduits in the foundation shall be installed rigidly in place before concrete is deposited in the form. Bushings shall be provided at the ends of conduit. Anchor rods and reinforcing shall be set in place before concrete is deposited by means of a template constructed to space the

anchor rods according to the pattern of the bolt holes in the base of the controller. The foundation shall utilize formwork to provide the proper dimensions of the foundation. Concrete shall be Class Sl. Foundations shall include the raceways 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 *on plans.*

### **RAILROAD, FULL-ACTUATED CONTROLLER AND CABINET**

This work consists of furnishing and installing a railroad controller and cabinet at the location shown on the plans.

This work shall be done in accordance with Section 857 of the Standard Specifications and Highway Standard 857006.

The controller cabinet shall be a Type IV cabinet, ground mounted and unpainted aluminum.

Payment for this work shall be made at the contract unit price per each for RAILROAD, FULL-ACTUATED CONTROLLER AND CABINET.

### **ILLUMINATED SIGN, LED**

This work consists of furnishing and installing an illuminated sign, emitting light by means of light-emitting diodes (LED's). The signs shall display the "no-left" and "no-right" turn symbols as shown on Sheet 32 in the plans. The signs shall illuminate when a train prohibits traffic from turning onto Indiana Avenue from East Broadway. The signs shall be installed at the locations shown on the plans.

This work shall be done in accordance with Section 891 of the Standard Specifications and per the details shown on the plans.

Payment for this work shall be made at the contract unit price per each for ILLUMINATED SIGN, LED.

### **ELECTRIC UTILITY SERVICE CONNECTION**

Effective: January 1, 2002



Description: This item shall consist of payment for work performed by the Electric Utility Company in providing or modifying electric service as indicated. THIS MAY INVOLVE WORK AT MORE THAN ONE ELECTRIC SERVICE.

### CONSTRUCTION REQUIREMENTS

General: It shall be the Contractors responsibility to contact the Utility. The Contractor shall coordinate his work fully with the electric utility both as to the work required and the timing of the installation. No additional compensation will be granted under this or any other item for extra work caused by failure to meet this requirement.

The Contractor shall make particular note of the need for the earliest attention to arrangements with the utility for service. In the event of delay by the utility, no extension of time will be considered applicable for the delay unless the Contractor can produce written evidence of a request for electric service within 30 days of extension.

Method Of Payment: The Contractor will be reimbursed to the exact amount of money as billed by the Electric Utility Company for its services. Work provided by the Contractor for electric service will be paid separately as described under ELECTRIC SERVICE INSTALLATION. No extra compensation shall be paid to the Contractor for any incidental materials and labor required to fulfill the requirements as shown on the plans and specified herein.

For bidding purposes, this item shall be estimated as \$2000.00.

Basis of Payment. This work shall be paid for at the contract lump sum for ELECTRIC UTILITY SERVICE CONNECTION which shall be reimbursement in full for electric utility charges.

### ELECTRIC SERVICE INSTALLATION

Electric service Installation, shall meet the requirements of Section 804 of the Standard Specifications for Road and Bridge Construction, adopted January 1, 2007 with the following modifications.

This pay item consists of installing an electric service installation.

In addition to the requirements of Section 804, this item shall require the Contractor to notify the Utility Company prior to beginning work, to determine the Utility Company regulations relating to electrical service.

The Contractor shall provide the Utility Company an estimated date that the service connection will be required and the agency which will be responsible for monthly service charges. The customer service agreement with the Utility Company shall be executed by the agency responsible for monthly service charges.

All information furnished to the Utility Company shall be in writing, with a copy provided to the Engineer.

During the interim between the service activation date and the lighting controller turn on day, all energy charges for the street lighting shall be paid by the Contractor and reimbursed under this contract as described under Section 109.05. Beginning the day of the lighting controller turn on, all energy charges for the street lighting shall be paid by the responsible agency. The Contractor is responsible for making arrangements with the responsible agency to transfer billing to the responsible agency.

Basis of Payment. This item shall be paid for at the contract unit price each for ELECTRIC SERVICE INSTALLATION which price shall be payment in full for all labor, material and equipment necessary to perform the work described above.

### **LIGHTING CONTROLLER**

Lighting controller shall meet the requirements of Section 825 of the Standard Specifications for Road and Bridge Construction, adopted January 1, 2007, with the following modifications:  
Lighting controller shall be suitable for 480 Volt electric service.

Control power transformer, rated 480/120 Volt shall be provided to power lighting controls.

The outdoor lighting photoelectric control shall be a solid state crystal sensing type with the inverted turn-on and turn-off design.  
Lighting controller work shall include constructing a concrete foundation and concrete work pad, as indicated on the plans. The concrete used shall be Class SI concrete in accordance with the requirements of Section 1020 of the Standard Specifications.

Basis of Payment. This work will be paid for at the contract unit price each for LIGHTING CONTROLLER, TYPE CB-RCS, 60 AMP – 480 VOLT of the enclosure and control type indicated.

### **LUMINAIRE**

Luminaire shall meet the requirements of Section 821 of the Standard Specifications for Road and Bridge Construction, adopted January 1, 2007, with the following modifications:

Luminaire light distribution shall be Type III medium cutoff. Ballast voltage shall be multi-tap set for 480 VAC, 60 Hz. Luminaire shall be a General Electric Model M-400 with cutoff optics or of equal specifications with prior approval of the City Engineer.

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

The fuse holders for the light fixtures shall be *double* 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, which reads:

“The surge protector shall be totally waterproof, and shall withstand a surge current up to 20,000 amperes (8 x 20 micro seconds) and repetitive surges of 200 amperes for a minimum of 10,000 occurrences. Response time shall be less than 50 nanoseconds. The current drain shall not exceed 100 microramperes. The unit shall not allow holdover current or conduction to ground after the surge ends.

Protection shall be achieved for both phase and neutral conductors with surges being passed to ground and not to neutral. There shall be no discharge lag in the protection of phase conductors over the neutral conductor.”

Basis of Payment. This work shall be paid for at the contract unit price each for LUMINAIRE, of the type and wattage 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.

## **CONDUIT, FLEXIBLE METALLIC, WEATHERPROOF 2”**

Effective January 30, 2004

Description. This work shall consist of installing flexible conduit at bridge abutments. The flexible conduits 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”.

### **WATER MAIN QUALITY PIPE FOR STORM SEWERS**

This work consists of constructing water main quality pipe for storm sewers in order to meet the requirements of the IEPA for horizontal and vertical separation of water mains from storm sewers.

This work shall be done in accordance with Section 550 of the Standard Specifications.

The Contractor shall use Polyvinyl Chloride (PVC) water transmission pipe with integral bell and spigot gasketed joints available in cast iron outside diameter (CIOD) nominal sizes of 12", 14", 16", 18", 20", 24" and 30". The pipe shall meet the requirements of the American Water Works Association standard ANSI/AWWA C-900 or C-905.

The pipe shall have a minimum water service pressure rating of 100 psi or more. The pipe push-on joints shall use elastomeric seals that comply with ASTM Standard F-477 and pressure rated in accordance with ASTM D3139.

For storm sewers that are 36 inches in diameter or larger and require water main quality pipe, the Contractor shall use reinforced concrete pipe in accordance with Article 1042 of the Standard Specifications and rubber gaskets in accordance with Article 1056 of the Standard Specifications.

Payment for this work shall be made at the contract unit price per foot for STORM SEWERS, WATER MAIN QUALITY PIPE of the type and size specified.

### **TELEPHONE SERVICE INSTALLATION**

This work consists of establishing a telephone service to the traffic controller located at the intersection of East Broadway and Cpl. Chris Belchik Memorial Expressway.

The Contractor shall arrange with the local telephone company to install standard voice-grade dial up, tone-type telephone service to the traffic controller. The phone company shall install the service line to a terminal box/interface mounted to the wood pole for the electric service installation. The Contractor shall install ½ inch galvanized steel conduit from the terminal box into the foundation of the traffic signal controller. The Contractor shall install a duplex RJ-11 phone jack in the controller cabinet and run the telephone cable shown on the cable diagram from the interface to the phone jack and provide a connecting cable from the phone jack to the intersection monitor module.

This work shall be done in accordance with Section 810 and Section 873 of the Standard Specifications.

Any charges by the phone company to provide the phone service will be paid for according to Article 109.05. The billing rate for the telephone service shall be based on a measured service (per call) basis rather than a flat monthly rate.

Payment for this work shall be made at the contract lump sum price for TELEPHONE SERVICE INSTALLATION which price shall include the cost of the conduit and communication cable.

## **INTERSECTION MONITOR MODULE**

Effective: Unknown

Revised: October 1, 2001

This item shall consist of furnishing and installing an Intersection Monitor Unit to continuously monitor the status of various operational parameters of the traffic signal installation and railroad interconnect at the East Broadway location. The Intersection Monitor Unit shall be installed in the traffic signal controller cabinet and shall be wired in accordance with the manufacturer's specifications.

### 1. General

The function of the Intersection Monitor shall be to supervise the operation of an intersection at the cabinet level, provide database management and report any prioritized problem to a central facility via the standard telephone network and external modem. The Intersection Monitor shall allow the user to modify the database, upload/download, view an active intersection display, and retrieve all events, alarms, or logs stored in a local controller in either a TS1 or TS2 cabinets.

### 2. Product functions

The Intersection Monitor shall provide the necessary software/firmware and input/outputs to provide the following functions:

- Cabinet power failure and power interrupt
- Intersection flash events (CMU, MMU, TOD, Technician, Police)
- Manual intersection flash command
- Controller time clock update (manual or scheduled)
- Controller and Intersection Monitor database management
- Upload/download/compare databases
- Report all intersection alarms and events (controller and intersection monitor)
- Report all log information (controller and intersection monitor)
- Transfer of all MMU events
- Remote detector reset (BIU equipped detector racks only)
- Intersection display
- Max Green diagnostics

#### 2.1 Power failure

With the use of an (optional) external standby power supply and battery pack, the Intersection Monitor shall be capable of reporting the occurrence of cabinet power failures, including the time that the power was removed and then reapplied. The standby power supply shall supply power

to both the Intersection Monitor and its attached modem for up to 30 minutes. An input to the controller (and optional external interface device) shall be used to monitor the status of line power.

A power off and power on report shall occur if the power interruption is longer than a predefined power interruption period. This period shall be adjustable from 0 to 255 seconds. Power Interrupt Diagnostics shall have a tolerance no greater than  $\pm 1$  second.

## 2.2 Intersection flash

The Intersection Monitor shall have the capability to monitor and report at a minimum the following types of flash conditions:

- CMU or MMU (TS1 or TS2) flash
- Controller voltage monitor flash, TOD, or controller initiated flash
- Police or Technician flash

Each condition shall be reported as a separate event or alarm.

An adjustable CMU or MMU flash delay shall be provided to prevent short periods of flash from causing a report. This delay shall be adjustable from 0 to 255 seconds.

## 2.3 Time reset

The Intersection Monitor shall be capable of receiving a call from the PC to set the time and date in the controller. The time and date update shall occur via a scheduled request or operator manual request.

## 2.4 Database management

The Intersection Monitor shall provide controller database management either locally or from a remote location.

This shall include the ability to alter or otherwise adjust timing and control data for the local controller. Intersection Monitor data shall only be programmable via download from the central facility.

## 2.5 Upload/Download/Compare

The Intersection Monitor shall provide upload/download/compare capabilities of the controller and internal Intersection Monitor databases. A user shall have the capability to upload all intersection data (including configuration data) from the Intersection Monitor, manipulate the data and then download the data. Standard data that is not permissible to be downloaded (i.e. overlap, preemptor configuration, etc.) shall not be downloaded.

## 2.6 Alarms and Events

The Intersection Monitor shall allow a user the ability to retrieve all alarms and events stored at the local controller. Alarms and events shall have four programmable priority levels available. At a minimum all TS2 required alarms and events shall be retrievable.

The Intersection Monitor shall be capable of logging alarms and events and reporting these by calling out to two separate phone numbers. Alarms or Events shall be able to be assigned to phone number(s) by event class.

In addition, events shall be capable of being prioritized by class. Event classes shall at a minimum consist of:

### Controller Event Classes

- Critical Response Frame Errors (RFE)
- Non Critical RFE's
- Critical Coordination Errors
- Coordination Errors
- Error Flash
- Local Flash
- Preemption
- Power
- Battery
- Alarms (1-8)
- Alarms (9-16)
- Download
- Maximum green diagnostic
- Repetitive call diagnostics
- RR Preempt Detectors

### Other Event Classes

- Vehicle Detectors
- MMU Events

Events shall be capable of being retrieved by connecting to the Intersection Monitor from a central station. If events are retrieved, the central station will automatically send the starting date/time for the start of the event transfer, to avoid transferring duplicate events. This date/time is determined from the last received event.

### 2.6.1 Event Reporting

Only logged events shall cause a report to the central facility. Reports shall be controlled by the priority assigned to the event. All logged events shall contain time/date information and an indication of the assigned event priority. The event priorities shall include:

1. Report immediately
2. Report after a programmed delay
3. Report only if a priority 1 or 2 event has reported.
4. Don't report

#### 2.6.2 Controller Events

The controller events shall be separated into classes. Each class shall be able to be assigned an event priority. The controller event classes and their associated events shall at a minimum include the following standard local controller events:

1. Critical Response Frame Errors (RFE)
  - a) TF enabled/disabled
  - b) TF RFE & clear
  - c) MMU enabled/disabled
  - d) MMU RFE & clear
  - e) Transfer Outputs communications error (CF 18) & clear
  - f) 3 Critical response frame errors in 24 hrs & clear
2. Non Critical Response Frame Errors
  - a) Detector BIU (1-8) enabled/disabled
  - b) Test enabled/disabled
  - c) Detector RFE's & clear
  - d) RFE Test & clear
3. Coordination Errors
  - a) COORD Active
  - b) COORD Fault
  - c) COORD Local Free
  - d) COORD Data Errors
  - e) COORD Program Free
4. Critical Coordination Errors
  - a) Cycle Fault
  - b) COORD Failure
5. Error Flash
  - a) Compatibility Fault
  - b) Response Frame Fault
  - c) Conflict Fault
  - d) Color Mismatch Fault
  - e) MMU Status (Hardware Input)
  - f) Cycle Fail
  - g) Phase Next Error
  - h) MMU - Conflict
  - i) MMU - Red Fail
  - j) MMU - Voltage Monitor
  - k) MMU - +24 Volt Monitor I
  - l) MMU - +24 Volt Monitor II
  - m) MMU - Min. Clear Fail
  - n) MMU - Diagnostic Fail



- o) MMU - Port 1 Timeout
- p) Track Switch Fail
- q) CRC Protect Fail
- r) Exit Error Flash
- 6. Local Flash
  - a) Automatic Flash Active
  - b) Automatic Flash Inactive
  - c) Local Flash Active
  - d) Local Flash Inactive
- 7. Preemption
  - a) Priority Preemptor Active (1-6)
  - b) Bus Preemptor Active (1-4)
  - c) Bus Advance Detector
  - d) Preempt Inactive
- 8. Power
  - a) On/Off
- 9. Battery
  - a) Battery Low
- 10. Alarms 1-8
  - a) Alarms 1 - 8 Active
  - b) Alarms 1 - 8 Inactive
- 11. Alarms 9-16
  - a) Alarms 9-16 Active
  - b) Alarms 9-16 Inactive
- 12. Download
  - a) Controller
  - b) Intersection Monitor
- 13. RR Preempt input Diagnostics
  - a) Preemptor 1-2 No Activity
  - Preemptor 1-2 Max Presence
  - Preemptor 1-2 Normal
- 14. Repetitive Call Diagnostic
  - a) Repetitive Call - Phone 1-2
- 15 Maximum Green Diagnostic
  - a) Phase xx Max Green Fail
  - b) Phase xx Max Green Clear

### 2.6.3 Detector Events

All detector events shall be assigned to one event class and associated event priority. The detector events shall include as a minimum the following local controller detector events:

- 1. No Activity
- 2. Max. Presence
- 3. Erratic Counts
- 4. Watchdog Fail
- 5. Open Loop

6. Shorted Loop
7. Excessive Inductance
8. Detector Active

Detector events 4 through 7 are only available for TS2 detectors connected to the controller via a BIU equipped detector rack.

#### 2.6.4 MMU Events

The Intersection Monitor shall be capable of generating a MMU event report. This would be in addition to the controller Error Flash event report noted above. The MMU event report shall be a class of events and be able to be assigned to one of the four event priorities. Each MMU event report will consist of a NEMA TS2 Type 129 Response Frame information.

MMU events shall be as reported in Response Frame 129 SDLC readback from MMU.

#### 2.6.5 RR Preempt Input Events

The Intersection Monitor shall be capable of monitoring the operation of the Preemptor Input 1 & 2. This monitoring function shall operate similar to that provided by the controller for detector inputs and provide both a no activity and max presence diagnostic for the Preemptor Input 1 & 2. The Preempt Input diagnostic events shall be able to be assigned a class priority. The events to be reported shall be as shown below:

1. No Activity (preemptor 1 & 2)
  - Max presence (preemptor 1 & 2)
  - Preemptor normal (preemptor 1 & 2)

##### 2.6.5.1 Preempt 1 & 2 Input Diagnostics

The Intersection Monitor shall be capable of selecting by Time-Of-Day up to four diagnostic plans for No Activity and Max Presence. Each plan shall include selection of the day of the week and start time.

#### 2.7 Log Transfer

The Intersection Monitor shall provide the user the ability to retrieve all logs stored at the local controller from the central facility. At a minimum all local controller event, detector event, MMU and detector logs shall be retrievable. These logs shall be stored at the central facility in a format that is compatible with the present file format. This shall allow use of existing Log File Manager functions with these files.

#### 2.8 Remote Detector Reset

The Intersection Monitor shall allow a user to perform a remote detector reset when commanded by the central station. Detectors must be in a BIU equipped detector rack in a TS2 cabinet.

## 2.9 Manual Recall Command

The Intersection Monitor shall be capable of receiving a call from a central facility to initiate a manual recall command. When the manual command is in control, a programmed recall shall be applied on a per phase basis. Recall modes shall include minimum, maximum and fixed time recall. If the fixed time recall is used, a programmable time entry of 0-255 seconds shall be available in the Intersection Monitor database to set the recall period.

## 2.10 Intersection Display

It shall be possible to view an active intersection display of a local controller. Either a direct connect or remote connection must be used to communicate with the Intersection Monitor

The intersection display shall be capable of showing at a minimum:

- 12 Phase Greens
- 12 Phase Yellows
- 12 Phase Walks
- 12 Phase Ped Clears
- 12 Phase Checks
- 12 Ped Checks
- 32 Processed Vehicle Detectors
- 4 Overlap Greens
- 4 Overlap Yellows
- Ring Termination Status
- Preemption Status
- Date/Time
- Cycle Timer
- Coordination Status
- MMU Status
- All local controller status displays

## 2.11 Modem Configuration

The Intersection Monitor shall communicate with the central facility using an external dial-up modem. This modem shall communicate to the central facility using a data rate of at least 9600 bps. The Intersection Monitor shall include database entries to setup and control the external modem. This shall include providing data entries for a repetitive call diagnostic.

## 2.12 Software and Set Up

The Contractor shall provide the manufacturers software licensed to the City of Alton for this single stand along intersection. The cost of the software and set up shall be included in the cost of the Intersection Monitor Module. A manufacturers representative shall install and set up the software on a City computer and train City employees on how to use and program the system.

FAU Route 8966  
Cpl. Chris Belchik  
Memorial Expressway

This item will be paid for at the contract unit price each for INTERSECTION MONITOR MODULE which shall be payment in full for furnishing and installing the Intersection Monitor Module complete with all necessary connections for proper operation.

**STATUS OF UTILITIES TO BE ADJUSTED**

<u>Name and Address of Utilities</u>	<u>Type</u>	<u>Location</u>	<u>Estimated Date Relocation Completed</u>
Ameren UE Gas Division 700 Oakwood Ave. P.O. Box 478 Alton, IL 62002 (618) 463-4043	8" Gas Line	<b>East Broadway</b> 11+95, 18' Rt.	To be adjusted by gas company prior to construction.
Ameren UE Electric Division 700 Oakwood Ave. P.O. Box 478 Alton, IL 62002 (618) 463-4051	Utility Pole	<b>East Broadway</b> 10+29, 27' Lt.	Electric company will relocate pole prior to construction.
	Utility Pole	11+36, 27' Lt.	Electric company will support poles as needed during construction.
	Utility Pole	12+46, 25' Lt.	Electric company will support poles as needed during construction.
	Utility Pole	12+24, 32' Rt.	Electric company will relocate pole prior to construction.
	Utility Pole	<b>Indiana Avenue</b> 108+46, 31' Lt.	Electric company will remove or relocate poles prior to construction.
	Utility Pole	109+32, 25' Lt.	
	Utility Pole	110+68, 22' Lt.	
	Utility Pole	111+64, 22' Lt.	
	Utility Pole	113+89, 22' Lt.	
	Utility Pole	113+99, 140' Lt.	
	Temporary Utility Line/Poles	126+60	
Utility Pole	<b>Morrison Avenue</b> 8+69, 19' Lt.	Electric company will remove or relocate poles prior to construction.	

FAU Route 8966  
 Cpl. Chris Belchik  
 Memorial Expressway

<u>Name and Address of Utilities</u>	<u>Type</u>	<u>Location</u>	<u>Estimated Date Relocation Completed</u>
Union Pacific Railroad 100W. Broadway Suite 1500 St. Louis, MO 63102 (314) 331-6082	Utility Pole Railroad Controller and Signal Post	108+75, 48' Rt. 108+80, 30' Rt.	Items to be removed by the railroad company prior to construction.
Illinois American Water Co. 4436 Industrial Drive P.O. Box 186 Alton, IL 62002 (618) 466-2131	6" Water Line	<b>Morrison Avenue</b> 8+82	To be adjusted by water company prior to construction.
	12" Water Line 12" Water Line 12" Water Line 6" Water Line 4" Water Line	<b>East Broadway</b> 5+90, 11' Lt. 8+32, 11' Lt. 11+95, 2' Rt. 11+90, 22' Lt. 12+24, 22' Lt.	To be adjusted by water company prior to construction.

The above represents the best information of the Department and is only included for the convenience of the Bidder. The applicable provisions of Sections 102, 103, and Articles 105.07 and 107.20 of the Standard Specifications for Road and Bridge Construction shall apply.

If any utility adjustment or removal has not been completed when required by the Contractor's operations, the Contractor should notify the Engineer in writing. A request for an extension of time will be considered to the extent the Contractor's operations were affected.

**MAST ARM BORINGS**

The boring logs used for mast arm foundation design are included in these special provisions. The borings were located as follows:

<u>Boring</u>	<u>Location</u>
M-1	S.E. Corner of Intersection at Broadway
M-2	S.W. Corner of Intersection at Broadway
M-3	N.W. Corner of Intersection at Broadway
M-4	N.E. Corner of Intersection at Broadway
M-5	S.E. Corner of Intersection of Landmarks Blvd.
M-6	S.W. Corner of Intersection of Landmarks Blvd.
M-7	N.W. Corner of Intersection of Landmarks Blvd.
M-8	N.E. Corner of Intersection of Landmarks Blvd.

**MONTHLY LABOR SUMMARY AND ACTIVITY REPORTING SYSTEM**

See next two pages.

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

Effective: 1-1-1995      Revised June 2001

**I. Monthly Labor Summary Report, Form SBE 148**

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

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

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

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

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

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

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

**II. Monthly Contract Activity Report, Form SBE 248**

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

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

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

(1)



## Monthly Labor Summary and Activity Reporting System Codes and Formats

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

### I.) Monthly Labor Summary Report, Form SBE 148

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

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

Specific "Fixed Length Comma Delimited ASCII File Format"

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

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

### II.) Monthly Contract Activity Report, Form SBE 248

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

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

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

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

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

This Special Provision must be included in each subcontract agreement.

monitor/molassp2



CENTRAL DRILLING  
 P.O. BOX 1663  
 BLOOMINGTON, IL 61702-1663  
 (309) 662-5968

# LOG OF BORING

CONTRACTED WITH Hanson Engineers BORING NO. M-1  
 PROJECT NAME Indiana Ave. Project Alton II CONTRACT NO. \_\_\_\_\_  
 LOCATION 6'E of Stake  
 DATUM \_\_\_\_\_ HAMMER WT. 140# HAMMER DROP 30" HOLE DIA. 6"  
 SURFACE ELEV. \_\_\_\_\_ CORE DIA. \_\_\_\_\_ CASING \_\_\_\_\_  
 DATE STARTED March 23, 1998 COMPLETED March 23, 1998 DRILLING METHOD HSA

ELEV.	DESCRIPTION	STRATA	DEPTH	SAMPLES					NOTES
		DEPTH	SCALE	BLOWS FT.	NO.	TYPE	RECOV.	QP	
		0	20						
	8" White Crushed Stone Black cinders mixed w/ silt, f-c sand  Fill Moist	2.5							Ground Water 3-23-98  DD Dry 14:15 BAR Dry 14:15 AAR Dry 14:25 DWL Dry 15:10
	Brown Clayey Silt  Moist	4.2		8-8-7	1	SS	14"	1.5	
	Brown-Lt Gray Clayey Silt  Moist	6.8	5	3-6-8	2	SS	15"	2.3	
	Brown Clayey Silt, tr fine sand  Moist	9.9		3-6-9	3	SS	15"	1.8	
	Brown Sandy Silt, some clay  Moist	11.0	10	4-8-9	4	SS	16"	1.5	
	End of Boring @ 11.0								

46

CENTRAL DRILLING  
P.O. BOX 1663  
BLOOMINGTON, IL 61702-1663  
(309) 662-5968



# LOG OF BORING

CONTRACTED WITH Hanson Engineers BORING NO. M-2  
PROJECT NAME Indiana Ave. Project Alton II CONTRACT NO. \_\_\_\_\_  
LOCATION Per plan  
DATUM \_\_\_\_\_ HAMMER WT. 140# HAMMER DROP 30" HOLE DIA. 6"  
SURFACE ELEV. \_\_\_\_\_ CORE DIA. \_\_\_\_\_ CASING \_\_\_\_\_  
DATE STARTED March 23, 1998 COMPLETED March 23, 1998 DRILLING METHOD HSA

ELEV.	DESCRIPTION	STRATA	DEPTH	SAMPLES					NOTES
		DEPTH	SCALE	BLOWS FT.	NO.	TYPE	RECOV.	QP	
		0	20						
	Black Cinders mixed w/ silt, f-c sand								Ground Water 3-23-98  DD Dry 14:50 BAR Dry 14:50 AAR Dry 15:00 DWL Dry 17:10
	Fill Moist	1.8							
	Brown- Dark Brown Silt, some clay			1-2-2	1	SS	---	0.7	
	V Moist		5						
		5.8		3-4-6	2	SS	---	1.7	
	Brown Clayey Silt, tr f-m sand			4-4-7	3	SS	---	1.0	
	Moist		10						
		11.0		3-4-6	4	SS	---	1.6	
	End of Boring @ 11.0								

47



CENTRAL DRILLING  
 P.O. BOX 1663  
 BLOOMINGTON, IL 61702-1663  
 (309) 662-5968

# LOG OF BORING

CONTRACTED WITH Hanson Engineers BORING NO. M-3  
 PROJECT NAME Indiana Ave. Project Alton II CONTRACT NO. \_\_\_\_\_  
 LOCATION Per Plan  
 DATUM \_\_\_\_\_ HAMMER WT. 140# HAMMER DROP 30" HOLE DIA. 6"  
 SURFACE ELEV. \_\_\_\_\_ CORE DIA. \_\_\_\_\_ CASING \_\_\_\_\_  
 DATE STARTED March 23, 1998 COMPLETED March 23, 1998 DRILLING METHOD HSA

ELEV.	DESCRIPTION	STRATA	DEPTH	SAMPLES					NOTES
		DEPTH	SCALE	BLOWS FT.	NO.	TYPE	RECOV.	QP	
		0	20						
	1 1/2" ASphalt, 4" White Crushed Stone. Black Clayey Silt, w/ Cinders f-c sand	1.4							Ground Water 3-23-98
	Fill								DD Dry 16:20 BAR Dry 16:40 AAR Dry 16:40 DWL Dry 17:10
	Dark Brown-Dark Gray Mottled Clayey Silt		5	3-4-6	1	SS	---	2.2	
		6.2		2-3-4	2	SS	---	1.4	
	Brown-Gray Mottled Clayey Silt, tr fine sand		10	4-6-11	3	SS	---	1.2	
		11.0		3-5-4	4	SS	---	1.7	
	End of Boring @ 11.0								

48

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# LOG OF BORING

CONTRACTED WITH Hanson Engineers BORING NO. M-4  
PROJECT NAME Indiana Ave. Project Alton II CONTRACT NO. \_\_\_\_\_  
LOCATION Per Plan  
DATUM \_\_\_\_\_ HAMMER WT. 140# HAMMER DROP 30" HOLE DIA. 6"  
SURFACE ELEV. \_\_\_\_\_ CORE DIA. \_\_\_\_\_ CASING \_\_\_\_\_  
DATE STARTED March 23, 1998 COMPLETED March 23, 1998 DRILLING METHOD HSA

ELEV.	DESCRIPTION	STRATA	DEPTH	SAMPLES					NOTES
		DEPTH	SCALE	BLOWS FT.	NO.	TYPE	RECOV.	QP	
		0	20						
	1 1/2" Asphalt, 4" White Crushed Sotne. Black Clayey Silt w/ occas cinder, f-c sand Fill	1.8							Ground Water 2-23-98
	Dark Brown-Dark Gray Mottled Clayey Silt  Moist:			3-4-5	1	SS	16"	2.7	DD Dry 15:40 BAR Dry 15:40 AAR Dry 15:45 DWL Dry 17:10
			5						
				2-3-4	2	SS	18"	0.9	
		6.5							
	Brown-Gray Mottled Clayey Silt, tr fine sand  Moist			3-5-6	3	SS	16"	1.5	
			10						
				4-5-6	4	SS	16"	1.7	
		11.0							
	End of Boring @ 11.0								



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# LOG OF BORING

CONTRACTED WITH Hanson Engineers BORING NO. M-5  
 PROJECT NAME Indiana Ave. Project Alton IL CONTRACT NO. \_\_\_\_\_  
 LOCATION Per Plan  
 DATUM \_\_\_\_\_ HAMMER WT. 140# HAMMER DROP 30" HOLE DIA. 6"  
 SURFACE ELEV. \_\_\_\_\_ CORE DIA. \_\_\_\_\_ CASING \_\_\_\_\_  
 DATE STARTED March 25, 1998 COMPLETED March 25, 1998 DRILLING METHOD HSA

ELEV.	DESCRIPTION	STRATA	DEPTH	SAMPLES					NOTES
		DEPTH	SCALE	BLOWS FT.	NO.	TYPE	RECOV.	QP	
		0	20						
	5" Concrete 10" Brown f-c Sand Dry-Moist	1.3							Ground Water 3-25-98
	Gray -Brown Clayey Silt occas f-c sand, layered Moist			7-11-19	1	SS	---	4.5+	DD Dry 10:45 BAR Dry 10:45 AAR Dry 10:55 DWL Dry 10:55
			5	10-12-13	2	SS	---	4.5+	
		6.3							
	Brown f-c Sand Dry-Moist			11-17-26	3	SS	---	---	
			10	8-13-15	4	SS	---	---	
				6-10-14	5	SS	---	---	
		13.5							
	End of Boring @ 13.5								
				50					

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# LOG OF BORING



CONTRACTED WITH Hanson Engineers BORING NO. M-6  
PROJECT NAME Indiana Ave. Project Alton II CONTRACT NO. \_\_\_\_\_  
LOCATION Per Plan  
DATUM \_\_\_\_\_ HAMMER WT. 140# HAMMER DROP 30" HOLE DIA. 6"  
SURFACE ELEV. \_\_\_\_\_ CORE DIA. \_\_\_\_\_ CASING \_\_\_\_\_  
DATE STARTED March 25, 1998 COMPLETED March 25, 1998 DRILLING METHOD HSA

ELEV.	DESCRIPTION	STRATA	DEPTH	SAMPLES					NOTES		
		DEPTH	SCALE	BLOWS FT.	NO.	TYPE	RECOV.	QP			
		0	20								
	Brown-Gray Clayey Silt occas f-c sand  Moist					7-7-9	1	SS	17"	4.0	Ground Water 2-25-98  DD Dry 09:45 BAR Dry 09:45 AAR Dry 09:55  DCI DWL 7.3'
		4.0									
	Brown f-c Sand, occas clayey silt seams  Dry					7-14-21	2	SS	18"	4.5+	
		6.5									
						15-21-18	3	SS	16"	---	
	Brown f-c sand, occas c-limestone gravel  Dry					7-12-14	4	SS	15"	---	
						8-13-15	5	SS	14"	---	
		13.5									
	End of Boring @ 13.5					51					



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# LOG OF BORING

CONTRACTED WITH Hanson Engineers BORING NO. M-7  
 PROJECT NAME Indiana Ave. Project Alton II CONTRACT NO. \_\_\_\_\_  
 LOCATION Per Plan  
 DATUM \_\_\_\_\_ HAMMER WT. 140# HAMMER DROP 30" HOLE DIA. 6"  
 SURFACE ELEV. \_\_\_\_\_ CORE DIA. \_\_\_\_\_ CASING \_\_\_\_\_  
 DATE STARTED March 25, 1998 COMPLETED March 25, 1998 DRILLING METHOD HSA

ELEV.	DESCRIPTION	STRATA	DEPTH	SAMPLES					NOTES
		DEPTH	SCALE	BLOWS FT.	NO.	TYPE	RECOV.	QP	
		0	20						
	5" Concrete 10" Brown f-m sand 9" White crushed Stone  Dry-Moist								Ground Water 3-25-98
		2.0							DD Dry 08:05 BAR Dry 08:05 AAR Dry 08:15 DWL Dry 10:00
			5						
				12-17-20	1	SS	17"	4.5+	
				8-12-11	2	SS	18"	4.5+	
	Brown-Gray Clayey Silt occas f-c sand layered  Fill Moist								
				4-8-10	3	SS	16"	4.5+	
			10						
				9-12-14	4	SS	18"	4.5+	
				6-11-12	5	SS	18"	4.5+	
		13.5							
	End of Boring @ 13.5								

52





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 BLOOMINGTON, IL 61702-1663  
 (309) 662-5968

# LOG OF BORING

CONTRACTED WITH Hanson Engineers BORING NO. M-8  
 PROJECT NAME Indiana Ave. Project Alton II CONTRACT NO. \_\_\_\_\_  
 LOCATION Per plan  
 DATUM \_\_\_\_\_ HAMMER WT. 140# HAMMER DROP 30" HOLE DIA. 6"  
 SURFACE ELEV. \_\_\_\_\_ CORE DIA. \_\_\_\_\_ CASING \_\_\_\_\_  
 DATE STARTED March 25, 1998 COMPLETED March 25, 1998 DRILLING METHOD HSA

ELEV.	DESCRIPTION	STRATA	DEPTH	SAMPLES					NOTES	
		DEPTH	SCALE	BLOWS FT.	NO.	TYPE	RECOV.	QP		
		0	20							
	5" Concrete 10" Brown f-m sand 4" White Crushed stone Fill Dry-Moist								Ground Water 2-25-98	
		1.6							DD Dry 09:00 BAR Dry 09:00 AAR Dry 09:05 DWL Dry 10:30	
	Brown-Gray Clayey Silt occas f-c sand layered  Moist			5-14-15	1	SS	16"	4.5+		
			5	5-9-10	2	SS	18"	3.5		
					5-7-11	3	SS	18"	4.5+	
				10	5-8-12	4	SS	17"	3.7	
					5-7-8	5	SS	16"	2.6	
	End of Boring @ 13.5	13.5								

53



Route FAU 8966  
Section 06-00208-02-RP  
County Madison

Marked Indiana Avenue Extension - Phase III  
Project No. HPD-0378 (005)

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.

*Jim Hernandez*  
Signature  
Director of Public Works  
Title

3-14-07  
Date

**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):  
Construction activity under this project includes clearing, earth work, storm sewers, paving and other miscellaneous items.
- 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):  
Clearing  
Earth Work  
Storm Sewer Construction  
Paving and Miscellaneous Construction  
Final Grading and Seeding
- c. The total area of the construction site is estimated to be 37 acres.

The total area of the site that it is estimated will be disturbed by excavation, grading or other activities is 16 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):

Major Activity	Responsible Contractor	Preservation of Existing Vegetation	Preservation of Existing Trees	Dust Control	Stabilized Construction Entrance	Temporary Seeding	Permanent Seeding	Mulching	Erosion Control Blanket
Clearing		X	X		X	X			
Earth Work		X	X	X	X	X			
Storm Sewer Const.		X	X		X	X			
Paving & Misc.		X	X		X	X			
Final Grading & Seeding		X	X		X	X	X	X	X

55

- (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):

Major Activity	Responsible Contractor	Temporary				Permanent				
		Perimeter Erosion Control	Ditch Checks	Inlet and Pipe Protection	Sediment Basins	Riprap	Gabion Baskets	Slope Mattress	Paved Ditch	Fabric Formed Concrete Revetment Mat
Clearing		X								
Earth Work		X	X		X					
Storm Sewer Const.			X	X	X					
Paving & Misc.			X	X	X					
Final Grading & Seeding			X	X		X				

**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):

The plans show rip rap at all locations where velocity dissipation is required to avoid erosive velocity in ditches and outfalls.

Grass bottom ditches will function as filter strips for the control of pollutants in storm water.



**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:

N/A

### 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):

- a. Perform additional controls, adjustments or maintenance identified in the periodic Erosion Control Inspection Reports described in Section 4 of this plan within seven (7) calendar days of the date of the inspection.
- b. Remove built-up sediment from all perimeter erosion barriers, ditch checks and inlet and pipe protection when it reaches one-third of the height of the control measure.
- c. Remove sediment from sediment basins when they have reached approximately 50% of capacity.
- d. Repair or replace any damaged or improperly installed erosion and sediment control measures.

### 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).

The following non-storm water discharges, if generated by this project, shall be routed through the proposed storm water erosion and sediment control measures: fire hydrant flushings; waters used to wash vehicles or control dust; potable water sources including waterline flushings; irrigation drainage; routine external building washdown which does not use detergents; pavement washwaters where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled material has been removed) and where detergents are not used; air conditioning condensate; springs; uncontaminated ground water; and foundation or footing drains where flows are not contaminated with process materials such as solvents.

Construction equipment shall be stored and fueled only at designated locations. All necessary measures shall be taken to contain any fuel or other pollutant in accordance with EPA water quality regulations. Leaking equipment or supplies shall be immediately repaired or removed from the site.





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 FAU 8966  
Section 06-00208-02-RP  
County Madison

Marked Indiana Avenue Extention - Phase III  
Project No. HPD-0387 (005)

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

# STORM WATER POLLUTION PREVENTION PLAN

## STANDARD STABILIZATION PRACTICES

**Preservation of Existing Vegetation** – The existing vegetative cover at the site shall remain in place undisturbed for the maximum practical time. The construction of this project shall minimize the disturbance of existing vegetative cover to the smallest area that is absolutely required.

**Preservation of Existing Trees** – Existing trees at the site shall remain in place undisturbed for the maximum practical time. The contractor shall exercise care in tree removal operations and take whatever precautions necessary to remove only those trees necessary to the construction of this project as indicated by the project or by the Owner. All other trees shall remain undamaged.

**Dust Control** – Dust control measures consisting of spray water or other approved methods shall be provided as required to prevent dust from being carried off the site by the wind.

**Stabilized Construction Entrance** – All construction sites shall provide measures to prevent sediment from being tracked onto public or private roadways. This shall be accomplished by constructing a crushed stone or otherwise stabilized construction entrance of sufficient length and width to prevent sediment from being tracked onto public or private roadways. Any sediment reaching a public or private road shall be removed by shoveling or street cleaning (not flushing) before the end of each workday and transported to a controlled sediment disposal area.

**Temporary Seeding** – Unless otherwise specified in the project plans, temporary seeding shall be done in accordance with Section 280 of the IDOT "Standard Specifications for Road and Bridge Construction," adopted January 1, 2007, except that the time frame when temporary seeding is required shall conform to Section 2.a.(i) of this SWPP Plan.

**Permanent Seeding** – Unless otherwise specified in the project plans, permanent seeding shall be done in accordance with Section 250 of the IDOT "Standard Specifications for Road and Bridge Construction," adopted January 1, 2007.

**Mulching** – Unless otherwise specified in the project plans, mulching of seeded areas shall be done in accordance with Section 251 of the IDOT "Standard Specifications for Road and Bridge Construction," adopted January 1, 2007.

**Erosion Control Blanket** – Unless otherwise specified in the project plans, erosion control blanket shall be placed at highly erodible locations and shall be in accordance with Section 251 of the IDOT "Standard Specifications for Road and Bridge Construction," adopted January 1, 2007.

# STORM WATER POLLUTION PREVENTION PLAN

## STANDARD STRUCTURAL PRACTICES

**General** – All temporary controls shall be actively maintained until final stabilization is in place and functional upward from the temporary controls. All temporary controls shall be removed after final stabilization. Temporary sediment basins shall be filled in and seeded and mulched in accordance with the permanent seeding specifications.

**Temporary Perimeter Erosion Barrier** – This system consists of a continuous barrier adjacent to an area of construction to intercept sheet flow of water borne silt and sediment, and prevent it from leaving the area of construction. The barrier shall be constructed according to manufacturers' specifications where appropriate. This item may consist of silt filter fence, embedded hay or straw bales or other approved methods. This work shall be done in accordance with Section 280 of the IDOT "Standard Specifications for Road and Bridge Construction," adopted January 1, 2007 and in accordance with the attached Highway Standard 280001.

**Temporary Ditch Checks** – This system consists of the construction of temporary ditch checks to prevent siltation, erosion or scour of various ditches and drainageways. The ditch checks shall be constructed according to the manufacturers' specifications where appropriate. They shall also be spaced so that the low point in the center of the ditch check is at approximately the same elevation as the ground line at the ditch check immediately upstream. This item may consist of aggregate, rolled excelsior, urethane foam/geotextile or other approved methods. This work shall be done in accordance with Section 280 of the IDOT "Standard Specifications for Road and Bridge Construction," adopted January 1, 2007 and in accordance with the attached Highway Standard 280001.

**Temporary Inlet and Pipe Protection** – This system consists of placement of protection surrounding inlets, pipe inlets or outfalls, and in similar locations as required to intercept water borne silt and sediment and prevent it from entering the drainage system or exiting the construction area. The protection shall be constructed according to the manufacturers' specifications where appropriate. This item may consist of embedded hay or straw bales, silt filter fence, sand bags or other approved methods. This work shall be done in accordance with Section 280 of the IDOT "Standard Specifications for Road and Bridge Construction," adopted January 1, 2007 and in accordance with the attached Highway Standard 280001.

**Temporary Sediment Basins** – This system consists of excavating and maintaining temporary basins at pipe inlets or outfalls, in ditches and in drainageways to capture water borne silt and prevent it from exiting the construction area. The outfall of these basins is usually protected by perimeter erosion barrier to capture remaining silt. This work shall be done in accordance with Section 280 of the IDOT "Standard Specifications for Road and Bridge Construction," adopted January 1, 2007 and in accordance with the attached Highway Standard 280001. The size and locations of the sediment basins shall be as shown on the plans.

**Permanent Riprap** – This work shall be done in accordance with Section 281 and Section 282 of the IDOT "Standard Specifications for Road and Bridge Construction," adopted January 1, 2007. All permanent riprap areas shall include a layer of filter fabric, 6 inches of bedding stone and 16 inches of gradation RR-4 riprap.

**Permanent Gabion Baskets** – This work shall be done in accordance with Section 284 and Section 282 of the IDOT "Standard Specifications for Road and Bridge Construction," adopted January 1, 2007. All permanent gabion baskets shall include a layer of filter fabric.

**Permanent Slope Mattress** – This work shall be done in accordance with Section 284 and Section 282 of the IDOT "Standard Specifications for Road and Bridge Construction," adopted January 1, 2007. All permanent slope mattresses shall include a layer of filter fabric.

**Permanent Paved Ditch** – This work shall be done in accordance with Section 606 of the IDOT “Standard Specifications for Road and Bridge Construction,” adopted January 1, 2007, the attached Highway Standard 606401, and the details shown on the project plans.

**Permanent Fabric Formed Concrete Revetment Mat** – This work shall be done in accordance with Section 285 of the IDOT “Standard Specifications for Road and Bridge Construction,” adopted January 1, 2007 and the attached Highway Standard 285001.



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

REPLY TO  
ATTENTION OF:

September 6, 2002

Construction-Operations  
Readiness Division  
Regulatory Branch  
File Number 199708970 (P-2159)

Mr. Phillip S. Roggio  
Department of Business and  
Economic Development  
City of Alton  
101 E. Third Street, RM 204  
Alton, Illinois 62202

Dear Mr. Roggio:

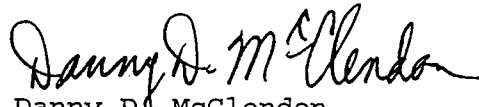
Transmitted herewith is Department of the Army Permit No. P-2159, authorizing the placement of fill into waters of the United States in conjunction with the extension of Indiana Avenue, connecting Illinois Route 143 to East Broadway Street, within the corporate limits of the City of Alton, Madison County, Illinois. The road extension will impact floodplain wetlands of the Mississippi River.

It is to be understood that this instrument does not give any property rights either in real estate or material, or any exclusive privileges; and that it does not authorize any injury to private property or invasion of private rights, or any infringement of Federal, state or local laws or regulations; nor does it obviate the necessity of obtaining state assent to the work authorized.

General conditions designated 1. through 6. and parts 2. through 6. of "Further Information" are standard conditions for all permits. Special conditions 1. through 6. specify measures to protect water quality at the worksite, establish wetland mitigation and compliance guidelines.

If any Material changes in the scope, location and plans of the work are found necessary, due to unforeseen conditions or otherwise, revised plans detailing proposed modifications in the work must be submitted to the District Engineer for review and approval. Proposed modifications may not be placed under construction until Department of the Army "Approval of Revised Plans" has been granted.

Sincerely,



Danny D. McClendon  
Chief  
Regulatory Branch

Enclosure

Copies Furnished: w/enclosure

Mr. Dave Schulenberg  
U.S. Environmental Protection Agency  
Region V  
Watershed & Non-Point Source Programs (WW-16J)  
77 West Jackson Boulevard  
Chicago, Illinois 60604

Ms. Joyce Collins  
U.S. Department of the Interior  
Fish and Wildlife Service (ES)  
Rural Route 3, Box 328  
Marion, Illinois 62959-9579

Mr. Robert W. Schanzle  
Illinois Department of Natural Resources  
524 South Second Street  
Springfield, Illinois 62701-1787

Mr. David Ginder  
Illinois Environmental Protection Agency  
DWPC, Permit Section, Watershed Unit  
2200 Churchill Road  
Springfield, Illinois 62794-9276

Mr. Robert Dalton  
Illinois Department of Natural Resources  
Office of Water Resources  
524 South Second Street  
Springfield, Illinois 62701-1787

Ms. Anne Haaker  
State Historic Preservation Office  
Illinois Historic Preservation Agency  
1 Old State Capitol Plaza  
Springfield, Illinois 62701-1507



US Army Corps  
of Engineers  
St. Louis District \*

This notice of authorization must be  
Conspicuously displayed at the site of work.

*Sept. 6,* 2002

A permit to Place fill material into waters of the United States in conjunction with the extension of Indiana Avenue.

has been issued to the Phillip S. Roggio, on September 6, 2002.

Address of Permittee: City of Alton, 101 East Third Street, RM 204, Alton, Illinois 62202.

**Permit Number**

P-2159

*Danny D. McClendon*  
(for) District Commander  
Danny D. McClendon  
Chief, Regulatory Branch

ENG FORM 4336, Jul 81 (33 CFR 320-220) EDITION OF JUL 70 MAY BE USED (PROPONENT: CECW-0)



# DEPARTMENT OF THE ARMY PERMIT

Permittee CITY OF ALTON

Permit No. P-2159

Issuing Office U.S. Army Engineer District, St. Louis

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: The placement of fill material into waters of the United States in conjunction with the extension of Indiana Avenue, for approximately 3,500 feet with an average right-of-way width of 350 feet, connecting Illinois Route 143 to East Broadway.

Project Location: The floodplain wetlands of the Mississippi River, within the City of Alton, Madison County, Illinois.

Permit Conditions:

### General Conditions:

1. The time limit for completing the work authorized ends on December 31, 2007. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

See continuation sheets, page 4 and 5 of this document .

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:
  - (X) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
  - (X) Section 404 of the Clean Water Act (33 U.S.C. 1344).
  - ( ) Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).
2. Limits of this authorization.
  - a. This permit does not obviate the need to obtain other Federal, state, or local authorization required by law.
  - b. This permit does not grant any property rights or exclusive privileges.
  - c. This permit does not authorize any injury to the property or rights of others.
  - d. This permit does not authorize interference with any existing or proposed Federal project.
3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:
  - a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
  - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
  - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
  - d. Design or construction deficiencies associated with the permitted work.
  - e. Damage claims associated with any future modification, suspension, or revocation of this permit.
4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

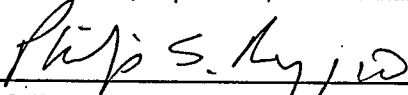
5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

- a. You fail to comply with the terms and conditions of this permit.
- b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).
- c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

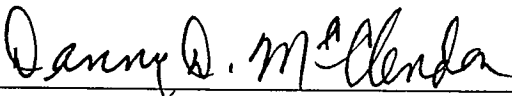
6. Extensions. General condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

  
 \_\_\_\_\_  
 (PERMITTEE) Phillip S. Roggio  
 City of Alton

\_\_\_\_\_  
 9/6/02  
 (DATE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

  
 \_\_\_\_\_  
 for (DISTRICT ENGINEER) Danny D. McClendon  
 Chief  
 Regulatory Branch

\_\_\_\_\_  
 9/6/02  
 (DATE)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

\_\_\_\_\_  
 (TRANSFeree)

\_\_\_\_\_  
 (DATE)

## Special Conditions

1. All terms and conditions of water quality certification issued by the State of Illinois under Section 401 of the Clean Water Act are hereby incorporated and made conditions of this permit. The terms and conditions are stated in the Illinois Environmental Protection Agency's authorization letter dated March 18, 1999. (Attachment 1)
  
2. That the permittee shall provide mitigation for the 2.13 acres of impacted wetlands in accordance with the mitigation plan submitted by Shannon & Wilson, Inc. on behalf of the City of Alton, dated July 15, 2002. As described in the plan, the mitigation site will consist of 3 acres of forested wetlands, 1.28 acres of emergent wetlands and 2.4 acres of scrub-shrub wetlands for a total of 6.68 acres of restored wetlands. The mitigation site shall be monitored for five (5) years. Annual monitoring reports shall be submitted to the Corps of Engineers. Monitoring shall be conducted during the growing season. If the area does not display wetland characteristics sufficient to be classified as a wetland in accordance with the "Corps of Engineers Wetlands Delineation Manual," 1987, a revised plan, indicating corrective measures shall be submitted for approval and corrective action shall be taken prior to the following growing season. After the constructed wetland has displayed wetland characteristics, sufficient to be delineated as a wetland, for five consecutive years, the area has met it's required standards and no further monitoring will be required. Construction of the wetland mitigation will be conducted simultaneously with impacts to wetlands in the project area. Final as-built drawings, dimensions, seed mixture, and tree species/quantities shall be submitted to the Corps of Engineers, no later than 60 days from the mitigation development completion date.

3. A certified copy of a Covenant of Dedication for the compensatory wetland mitigation area shall be supplied to the Corps of Engineers within 60 days of issuance of this permit. This covenant shall guarantee the preservation for wetland and wildlife resources. The site description shall satisfy all legal requirements. The dedication shall be recorded by the Registrar of Deeds for Madison County, Illinois.
4. That the permittee shall not remove trees from the project site between the dates of May 1 and August 31, without prior approval by the Corps of Engineers.
5. That the permittee notify the Corps of Engineers should any change in size, location or methods to accomplish the work occur. Changes could potentially require additional authorizations from the Corps as well as other Federal, state or local agencies.
6. That the applicant notify the Corps of Engineers upon completion of all work relative to the project. A compliance inspection by the Corps may be carried out in order to witness that all conditions have been complied with during construction.

Attachment 1



## ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

2021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794 9276

THOMAS V. SKINNER, DIRECTOR

217782-0610

March 18, 1999

St. Louis District  
Corps of Engineers  
1222 Spruce Street  
St. Louis, MO 63103

Re: City of Alton (Madison County)  
Construct Indiana Avenue Extension -- wetlands  
Log # C-0202-99 [CoE appl.# 199708970 ]

Gentlemen:

This Agency received a request on February 16, 1999 from the City of Alton requesting necessary comments concerning the construction of a four-lane highway ( Indiana Avenue Extension ) through Palustrine forest and wetlands. We offer the following comments.

Based on the information included in this submittal, it is our engineering judgment that the proposed project may be completed without causing water pollution as defined in the Illinois Environmental Protection Act, provided the project is carefully planned and supervised.

These comments are directed at the effect on water quality of the construction procedures involved in the above described project and are not an approval of any discharge resulting from the completed facility, nor an approval of the design of the facility. These comments do not supplant any permit responsibilities of the applicant toward the Agency.

This Agency hereby issues certification under Section 401 of the Clean Water Act (PL 95-217), subject to the applicant's compliance with the following conditions:

1. The applicant shall not cause:

- a. violation of applicable water quality standards of the Illinois Pollution Control Board, Title 35, Subtitle C: Water Pollution Rules and Regulation;
- b. water pollution defined and prohibited by the Illinois Environmental Protection Act; or
- c. interference with water use practices near public recreation areas or water supply intakes.

2. The applicant shall provide adequate planning and supervision during the project construction period for implementing construction methods, processes and cleanup procedures necessary to prevent water pollution and control erosion.

3. Any spoil material excavated, dredged or otherwise produced must not be returned to the waterway but must be deposited in a self-contained area in compliance with all state statutes, regulations and permit requirements with no discharge to waters of the State unless a permit has been issued by this Agency. Any backfilling must be done with clean material and placed in a manner to prevent violation of applicable water quality standards.

4. All areas affected by construction shall be mulched and seeded as soon after construction as possible. The applicant shall undertake necessary measures and procedures to reduce erosion during construction. Interim measures to prevent erosion during construction shall be taken and may include the installation of staked straw bales,

sedimentation basins and temporary mulching. All construction within the waterway shall be conducted during zero or low flow conditions. The applicant shall be responsible for obtaining an NPDES Storm Water Permit prior to initiating construction if the construction activity associated with the project will result in the disturbance of 5 (five) or more acres, total land area. An NPDES Storm Water Permit may be obtained by submitting a properly completed Notice of Intent (NOI) form by certified mail to the Agency's Division of Water Pollution Control, Permit Section.

5. The applicant shall implement erosion control measures consistent with the "Standards and Specifications for Soil Erosion and Sediment Control" (IEPA/WPC/87-012) or the "Illinois-Urban Manual" (IEPA/USDA, NRSC; 1995).

6. The proposed work shall be constructed with adequate erosion control measures (i.e., silt fences, straw bales, etc.) to prevent transport of sediment and materials to the adjoining wetlands.

This certification becomes effective when the Department of the Army, Corps of Engineers, includes the above condition #1 through 6 as conditions of the requested permit issued pursuant to Section 404 of PL 95-217.

This certification does not grant immunity from any enforcement action found necessary by this Agency to meet its responsibilities in prevention, abatement, and control of water pollution.

Sincerely,



Bruce J. Yurdin  
Manager, Watershed Management Section  
Bureau of Water

cc: IEPA, Records Unit  
IEPA, DWPC, FOS, Collinsville  
IDNR, OWR, Springfield  
USEPA, Region 5  
City of Alton

**NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND  
REQUEST FOR APPEAL**

Applicant: Phil Roggio, City of Alton.		File Number: 199708970	Date: 09/06/02
Attached is:		See Section below	
X	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A	
	PROFFERED PERMIT (Standard Permit or Letter of permission)	B	
	PERMIT DENIAL	C	
	APPROVED JURISDICTIONAL DETERMINATION	D	
	PRELIMINARY JURISDICTIONAL DETERMINATION	E	

**SECTION I:** The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at <http://usace.army.mil/inet/functions/cw/cecw/region> or Corps regulations at 33 CFR Part 331.

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

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

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

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

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

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

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

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



**SECTION II - REQUEST FOR APPEAL OF OBJECTIONS TO AN INITIAL PROFFERED PERMIT**

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

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

**POINT OF CONTACT FOR QUESTIONS OR INFORMATION**

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

Susan L. J. Horneman, Regulatory Branch  
U.S. Army Corps of Engineers, St. Louis District  
1222 Spruce Street  
St. Louis, Missouri 63103-2833  
Phone: (314)331-8185

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

Martha S. Chieply, Administrative Appeals Review Officer  
Mississippi Valley Division  
P.O. Box 80  
Vicksburg, MS 39181-0080  
Phone: (601)634-5820 Fax: (601)634-5816

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

Signature of appellant or agent.	Date:	Telephone number:
----------------------------------	-------	-------------------

Folder: 02053-66



JAN 18 2007

MR. DAVID GODAR  
CITY OF ALTON, ILLINOIS  
101 EAST THIRD STREET  
ALTON IL 62002

RE: Proposed Construction of a Underground Traffic Signal Cable Wireline Crossing at Mile Post 258.92 on the Springfield Subdivision/Branch at or near Alton, Madison County, Illinois

Dear Mr. Godar,

Attached is your original copy of our Agreement, fully executed on behalf of the Railroad Company. When you or your representative enter the Railroad Company's property, a copy of this fully-executed document must be available at the site to be shown on request to any Railroad employee or official.

If this construction is to be done by a contractor, before work can begin, the Contractor's Right of Entry Agreement must be executed by the contractor and returned to me, together with their proof of insurance, as provided in this Agreement.

In accordance with the terms of the Agreement, you are required to notify the following Railroad Company's Manager of Track Maintenance, Manager of Signal Maintenance, and the Telecommunications ("Call Before You Dig") number at least 10 days in advance of the date you plan on entering the right of way for further instructions and approval to commence construction.

Mr. Paul Gegg, MTM  
UPRR Company  
811 W. Chestnut Street  
Bloomington, IL 61701  
Phone: 402-501-3734  
Fax: 309.820.2317

Mr. Michael J. Dundas  
Mgr Signal Mntce  
101 Railroad Street  
Villa Grove, IL 61956  
Phone: 816.245.2295  
Cell: 309.825.7657

**Telecommunications ("Call Before You Dig"): 1-800-336-9193**

As an additional note, the top of the casing must be a minimum of two feet below any existing fiber optic cable. Any open excavation required within five feet of the fiber optic cable must be dug by hand. All future insurance notices should be forwarded to:

Real Estate Department  
Folder No: 02053-66  
Union Pacific Railroad Company  
1400 Douglas Street STOP 1690  
Omaha, NE 68179-1690

If you have any questions, please contact me at (402) 544-8553.

Yours truly,

*Constance R. Alvis*  
Constance R. Alvis  
Manager - Contracts



Real Estate

UNION PACIFIC RAILROAD  
1400 Douglas Street, Stop 1690  
Omaha, Nebraska 68179-1690  
fx. (402) 501-0340

**WIRELINE CROSSING  
AGREEMENT**

Mile Post: 258.92, Springfield Subdivision, Alton Lead  
Location: Alton, Madison County, Illinois

**THIS AGREEMENT** ("Agreement") is made and entered into as of November 21, 2006, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF ALTON, ILLINOIS**, an Illinois municipal corporation to be addressed at 101 East Third Street, Alton, Illinois 62002 ("Licensee").

**IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**Article I. LICENSE FEE.**

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **One Thousand Five Hundred Dollars (\$1,500.00)**.

**Article II. LICENSOR GRANTS RIGHT.**

In consideration of the license fee to be paid by the Licensee and in further consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain and operate

one underground traffic signal cable wireline crossing only

across Licensor's tracks) and property (the "Wireline") in the location shown and in conformity with the dimensions and specifications indicated on the attached print dated November 21, 2006, marked Exhibit "A" attached hereto and hereby made a part hereof. Under no circumstances shall Licensee modify the use of the Wireline for a purpose other than for the purpose set forth in this Article I, and the Wireline shall not be used for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

**Article III. CONSTRUCTION, MAINTENANCE AND OPERATION.**

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in Exhibit B, attached hereto and hereby made a part hereof.

**Article IV. IF WORK IS TO BE PERFORMED BY CONTRACTOR.**

If a contractor is to do any of the work performed on the Wireline (including initial construction and subsequent relocation or substantial maintenance and repair work), then the Licensee shall require its contractor to execute the Licensor's form Contractor's Right of Entry Agreement. Licensee acknowledges receipt of a copy of the Contractor's Right of Entry Agreement and understands its terms, provisions, and requirements, and will inform its contractor of the need to execute the Agreement. Under no circumstances will Licensee's contractor be allowed onto Licensor's premises without first executing the Contractor's Right of Entry Agreement.

**Article V. INSURANCE.**

A. The Licensee, at its expense, shall obtain the insurance described in Exhibit C, hereto attached. The Licensee will also provide to the Licensor a Certificate of Insurance, **identifying Folder No. 2053-66**, issued by its insurance carrier confirming the existence of such insurance and that the policy or policies contain the following endorsement:

UNION PACIFIC RAILROAD COMPANY is named as an additional insured with respect to all liabilities arising out of the existence, use or any work performed on or associated with the 'Wireline' located on Railroad right-of-way at Mile Post 258.92, on the Springfield Subdivision, Alton Lead, at or near Alton, Madison County, Illinois.

B. If the Licensee named in this Agreement is a public entity subject to any applicable statutory tort laws, the limits of insurance described in Exhibit C shall be the limits the Licensee then has in effect or which is required by applicable current or subsequent law, whichever is greater, a portion of which may be self-insured with the consent and approval of the Licensor

C. All insurance correspondence shall be directed to:

Constance R. Alvis  
Folder No. 2053-66  
Union Pacific Railroad Company  
Real Estate Department  
1400 Douglas Street STOP 1690  
Omaha, NE 68179-1690

**Article VI. TERM.**

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as herein provided.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

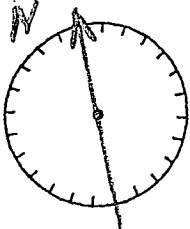
UNION PACIFIC RAILROAD COMPANY

CITY OF ALTON, ILLINOIS

By: Constance R. Alvis  
Constance R. Alvis  
Manager - Contracts

By: Donald E. Sandidge  
Name: Donald E. Sandidge  
Title: 12-20-06 Mayor

PLACE ARROW INDICATING NORTH  
DIRECTION RELATIVE TO CROSSING

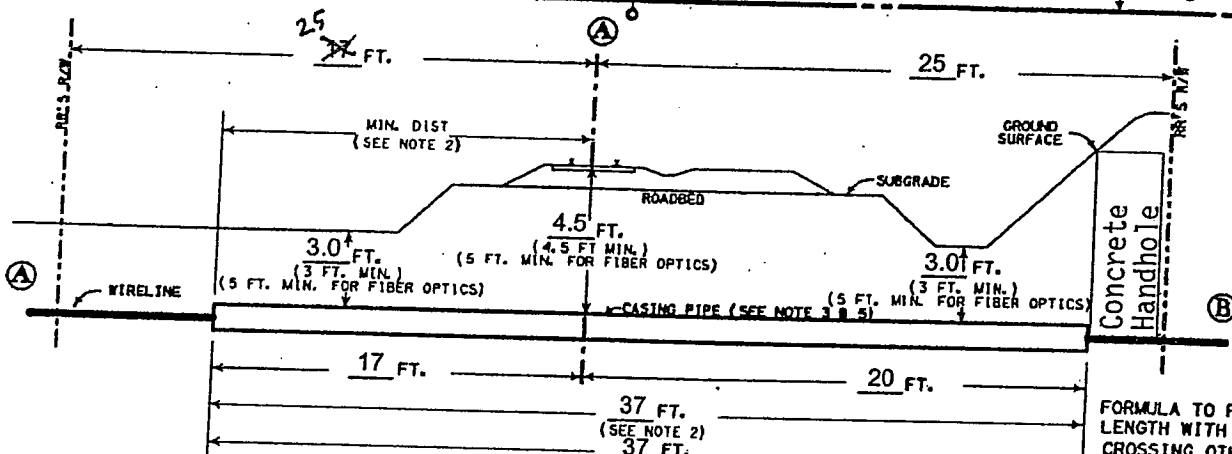
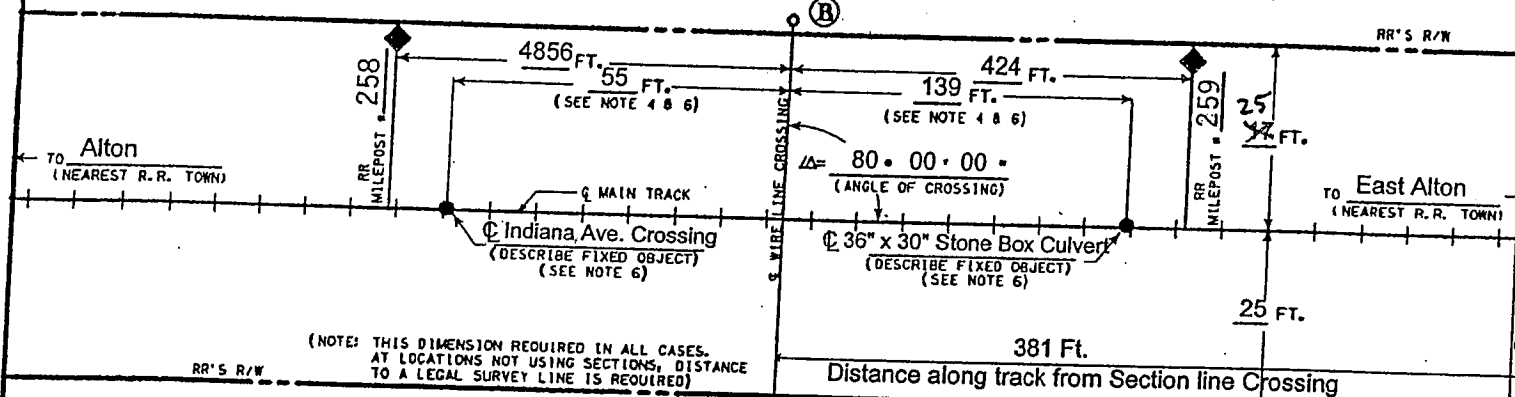


FORM DR-0404-  
REV. 5-15-98  
www.uprr.com

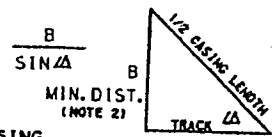
# UNDERGROUND WIRELINE CROSSING 750 VOLTS OR LESS

NO SCALE

NOTE: ALL AVAILABLE DIMENSIONS MUST BE  
FILLED IN TO PROCESS THIS APPLICATION.



FORMULA TO FIGURE CASING  
LENGTH WITH ANGLE OF  
CROSSING OTHER THAN 90°



(CASING LENGTH WHEN MEASURED ALONG PIPELINE.)

- NOTES :
- 1) ALL HORIZONTAL DISTANCES TO BE MEASURED AT RIGHT ANGLES FROM Q OF TRACK, EXCEPT AS NOTED.
  - 2) CASING MUST EXTEND A MINIMUM OF 30' OUT FROM Q OF TRACK, MEASURED AT RIGHT ANGLES.
  - 3) CASING MATERIAL : STEEL, RIGID METALLIC CONDUIT (NO PVC).
  - 4) MINIMUM OF 50' FROM THE END OF ANY RAILROAD BRIDGE, Q OF ANY CULVERT, OR FROM ANY SWITCHING AREA.
  - 5) SIGNAL REPRESENTATIVE MUST BE PRESENT DURING INSTALLATION IF RAILROAD SIGNALS ARE IN THE VICINITY OF CROSSING.
  - 6) ALLOWABLE FIXED OBJECTS INCLUDE: BACKWALLS OF BRIDGES; Q OF ROAD CROSSINGS & OVERHEAD VIADUCTS (GIVE ROAD NAME), OR Q OF CULVERTS.
  - 7) CASING AND CARRIER PIPE MUST BE PLACED A MINIMUM OF 2 FEET BELOW THE EXISTING FIBER OPTIC CABLE. ANY EXCAVATION REQUIRED WITHIN 5 FEET OF THE EXISTING FIBER OPTIC CABLE MUST BE HAND DUG.

A) IS WIRELINE CROSSING WITHIN DEDICATED STREET?  YES;  NO;  
 B) IF YES, NAME OF STREET Indiana Avenue  
 C) TYPE WIRELINE CROSSING: \_\_\_\_\_ TELEPHONE; \_\_\_\_\_ TELEVISION; \_\_\_\_\_ FIBER OPTIC;  
 OTHER: Traffic Signal Cables  
 D) VOLTAGE TO BE CARRIED UNDER TRACK 120 Volts NO. OF WIRES 34  
 E) CASING TYPE TO BE INSTALLED 3/4\" Galvanized Steel Conduit  
 F) METHOD OF INSTALLING CASING PIPE UNDER TRACK(S):  
 DRY BORE AND JACK (WET BORE NOT PERMITTED);  
 \_\_\_\_\_ TUNNEL; OTHER \_\_\_\_\_  
 G) DISTANCE FROM CENTER LINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES TO TRACK 17' and 20'  
 (30' MIN.)  
 H) DISTANCE TO NEAREST ROAD CROSSING WITH SIGNAL LIGHTS OR GATES (IF LESS THAN ONE MILE) 55 Ft. as shown  
 I) APPLICANT HAS CONTACTED 1-800-336-9193, U. P. COMMUNICATION DEPARTMENT, AND HAS DETERMINED FIBER OPTIC CABLE  DOES; \_\_\_\_\_ DOES NOT; \_\_\_\_\_ EXIST IN VICINITY OF WORK TO BE PERFORMED. TICKET NO. 1126020

**EXHIBIT "A"**  
(FOR RAILROAD USE ONLY - DO NOT WRITE IN THIS BOX)

UNION PACIFIC RAILROAD CO.  
Springfield (Alton Lead)  
(SUBDIVISION)

M. P. 258.92 E. S. 13659+863

UNDERGROUND WIRELINE CROSSING  
Alton Madison IL  
(NEAREST RR STATION) (COUNTY) (STATE)

FOR City of Alton  
(APPLICANT)

RR FILE NO. 2053-66 DATE 11-21-2006

**WARNING**

IN ALL OCCASIONS, U. P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.  
PHONE : 1-800-336-9193

Rev 080706

## EXHIBIT B

### **Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.**

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Licensor to use and maintain its entire property including the right and power of the Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Licensor without liability to the Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Licensor's property, and others) and the right of the Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

### **Section 2. CONSTRUCTION, MAINTENANCE AND OPERATION.**

A. The Wireline shall be constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Licensee in strict conformity with (i) Licensor's current standards and specifications ("UP Specifications"), except for variances approved in advance in writing by the Licensor's Assistant Vice President Engineering - Design, or his authorized representative; (ii) such other additional safety standards as the Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"), and (iii) all applicable laws, rules and regulations ("Laws"). If there is any conflict between the requirements of any Law and the UP Specifications or the UP Additional Requirements, the most restrictive will apply.

B. All work performed on property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Wireline shall be done to the satisfaction of the Licensor.

C. If the Wireline is an existing one not conforming in its construction to the above provisions of this Section 2, the Licensee shall, within ninety (90) days after the date hereof, reconstruct it so as to conform therewith.

D. The Wireline shall be constructed, maintained and operated by the Licensee in such manner as not to be or constitute a hazard to aviation. With respect to the Wireline the Licensee, without expense to the Licensor, will comply with all requirements of law and of public authority, whether federal, state or local, including but not limited to aviation authorities.

E. In the operation of the Wireline, the Licensee shall not transmit electric current at a difference of potential in excess of the voltage indicated on **Exhibit A**. If the voltage indicated is in excess of seven hundred fifty (750) volts, and the Wireline is, or is to be, buried at any location on the property of the Licensor outside track ballast sections or roadbed, the Licensee shall install metallic conduit, or non-metallic conduit encased in a minimum of three (3) inches of concrete with a minimum of four (4) feet of ground cover the entire length of the Wireline on the property of the Licensor. A Wireline buried by removal of the soil shall have, at a depth of one (1) foot beneath the surface of the ground

directly above the Wireline, a six (6) inch wide warning tape bearing the warning, "Danger-High Voltage", or equivalent warning. A Wireline encased in conduit, jacked or bored under the property of the Licensor, must be identified by placing warning signs, to be installed and properly maintained at the expense of the Licensee, at each edge of the Licensor's property. The Licensee shall not utilize the signs in lieu of the warning tape where portions of the casing are installed by direct burial.

F. Prior to the commencement of any work in connection with the construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Wireline, the Licensee shall submit to the Licensor plans setting out the method and manner of handling the work, including the shoring and cribbing, if any, required to protect the Licensor's operations, and shall not proceed with the work until such plans have been approved by the Licensor's Assistant Vice President Engineering Design, or his authorized representative, and then the work shall be done to the satisfaction of the Licensor's Assistant Vice President Engineering Design or his authorized representative. The Licensor shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its track or tracks during the time of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Wireline, and, in the event the Licensor provides such support, the Licensee shall pay to the Licensor, within fifteen (15) days after bills shall have been rendered therefore, all expenses incurred by the Licensor in connection therewith, which expenses shall include all assignable costs.

G. The Licensee shall keep and maintain the soil over the Wireline thoroughly compacted and the grade even with the adjacent surface of the ground.

**Section 3. NOTICE OF COMMENCEMENT OF WORK.**

If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as practicable to Licensor before commencing any work. In all other situations, the Licensee shall notify the Licensor at least ten (10) days (or such other time as the Licensor may allow) in advance of the commencement of any work upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Wireline. All such work shall be prosecuted diligently to completion.

**Section 4. LICENSEE TO BEAR ENTIRE EXPENSE.**

The Licensee shall bear the entire cost and expense incurred in connection with the construction, maintenance, repair and renewal and any and all modification, revision, relocation, removal or reconstruction of the Wireline, including any and all expense which may be incurred by the Licensor in connection therewith for supervision, inspection, flagging, or otherwise.

**Section 5. REINFORCEMENT, RELOCATION OR REMOVAL OF WIRELINE.**

A. The license herein granted is subject to the needs and requirements of the Licensor in the safe and efficient operation of its railroad and in the improvement and use of its property. The Licensee shall, at the sole expense of the Licensee, reinforce or otherwise modify the Wireline, or move all or any portion of the Wireline to such new location, or remove the Wireline from the Licensor's property, as the Licensor may designate, whenever, in the furtherance of its needs and requirements, the Licensor, at its sole election, finds such action necessary or desirable.



B. All the terms, conditions and stipulations herein expressed with reference to the Wireline on property of the Licensor in the location hereinbefore described shall, so far as the Wireline remains on the property, apply to the Wireline as modified, changed or relocated within the contemplation of this section.

**Section 6. NO INTERFERENCE WITH LICENSOR'S OPERATION.**

A. The Wireline and all parts thereof within and outside of the limits of the property of the Licensor shall be constructed and, at all times, maintained, repaired, renewed and operated in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Licensor, and nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof.

B. In the operation and maintenance of the Wireline the Licensee shall take all suitable precaution to prevent any interference (by induction, leakage of electricity, or otherwise) with the operation of the signal, communication lines or other installations or facilities of the Licensor or of its tenants; and if, at any time, the operation or maintenance of the Wireline results in any electrostatic effects which the Licensor deems undesirable or harmful, or causes interference with the operation of the signal, communication lines or other installations or facilities, as now existing or which may hereafter be provided by the Licensor and/or its tenants, the Licensee shall, at the sole expense of the Licensee, immediately take such action as may be necessary to eliminate such interference.

**Section 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

A. Fiber optic cable systems may be buried on the Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall telephone the Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Licensor's premises to be used by the Licensee. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will commence no work on the Licensor's property until all such protection or relocation has been accomplished. Licensee shall indemnify and hold the Licensor harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of or caused in any way by Licensee's failure to comply with the provisions of this paragraph.

**B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, THE LICENSEE SHALL INDEMNIFY, DEFEND AND HOLD THE LICENSOR HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) CAUSED BY THE NEGLIGENCE OF THE LICENSEE, ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, RESULTING IN (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON LICENSOR'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON LICENSOR'S PROPERTY, EXCEPT IF SUCH COSTS, LIABILITY OR EXPENSES ARE CAUSED SOLELY BY THE DIRECT ACTIVE NEGLIGENCE OF THE LICENSOR. LICENSEE FURTHER AGREES THAT IT SHALL NOT HAVE OR SEEK RECOURSE AGAINST LICENSOR FOR ANY CLAIM OR CAUSE OF ACTION FOR**

**ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING LICENSOR'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON LICENSOR'S PROPERTY.**

**Section 8. CLAIMS AND LIENS FOR LABOR AND MATERIAL; TAXES.**

A. The Licensee shall fully pay for all materials joined or affixed to and labor performed upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Wireline, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of the Licensee. The Licensee shall indemnify and hold harmless the Licensor against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

B. The Licensee shall promptly pay or discharge all taxes, charges and assessments levied upon, in respect to, or on account of the Wireline, to prevent the same from becoming a charge or lien upon property of the Licensor, and so that the taxes, charges and assessments levied upon or in respect to such property shall not be increased because of the location, construction or maintenance of the Wireline or any improvement, appliance or fixture connected therewith placed upon such property, or on account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or assessed to the Licensee but shall be included in the assessment of the property of the Licensor, then the Licensee shall pay to the Licensor an equitable proportion of such taxes determined by the value of the Licensee's property upon property of the Licensor as compared with the entire value of such property.

**Section 9. RESTORATION OF LICENSOR'S PROPERTY.**

In the event the Licensor authorizes the Licensee to take down any fence of the Licensor or in any manner move or disturb any of the other property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Wireline, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Licensor, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the taking down of any fence or the moving or disturbance of any other property of the Licensor.

**Section 10. INDEMNITY.**

A. As used in this Section, "Licensor" includes other railroad companies using the Licensor's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever (including the Licensor's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and/or (b) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Licensor, or property in its care or custody).

**B. AS A MAJOR INDUCEMENT AND IN CONSIDERATION OF THE LICENSE AND PERMISSION HEREIN GRANTED, THE LICENSEE AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE LICENSOR FROM ANY LOSS WHICH IS DUE TO OR ARISES FROM:**

- 1. THE PROSECUTION OF ANY WORK CONTEMPLATED BY THIS AGREEMENT INCLUDING THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, MODIFICATION, RECONSTRUCTION, RELOCATION, OR REMOVAL OF THE WIRELINE OR ANY PART THEREOF;**
- 2. THE PRESENCE, OPERATION, OR USE OF THE WIRELINE OR ELECTRICAL INTERFERENCE OR OTHER TYPES OF INTERFERENCE CREATED OR CAUSED BY THE WIRELINE OR ESCAPING FROM THE WIRELINE; OR**
- 3. LICENSEE'S BREACH OF THIS AGREEMENT, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE DIRECT NEGLIGENCE OF THE LICENSOR, AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION, IT BEING THE INTENTION OF THE PARTIES THAT THE ABOVE INDEMNITY WILL OTHERWISE APPLY TO LOSSES CAUSED OR ARISING FROM, IN WHOLE OR IN PART, LICENSOR'S NEGLIGENCE.**

**Section 11. REMOVAL OF WIRELINE UPON TERMINATION OF AGREEMENT.**

Prior to the termination of this Agreement howsoever, the Licensee shall, at Licensee's sole expense, remove the Wireline from those portions of the property not occupied by the roadbed and track or tracks of the Licensor and shall restore, to the satisfaction of the Licensor, such portions of such property to as good a condition as they were in at the time of the construction of the Wireline. If the Licensee fails to do the foregoing, the Licensor may, but is not obligated, perform such work of removal and restoration at the cost and expense of the Licensee. In the event of the removal by the Licensor of the property of the Licensee and of the restoration of the roadbed and property as herein provided, the Licensor shall in no manner be liable to the Licensee for any damage sustained by the Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any right of action for damages, or otherwise, that the Licensor may have against the Licensee.

**Section 12. WAIVER OF BREACH.**

The waiver by the Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Licensor to avail itself of any remedy for any subsequent breach thereof.

**Section 13. TERMINATION.**

**A.** If the Licensee does not use the right herein granted or the Wireline for one (1) year, or if the Licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Licensor to the Licensee specifying such default, the Licensor may, at its option, forthwith immediately terminate this Agreement by written notice.

B. In addition to the provisions of subparagraph (a) above, this Agreement may be terminated by written notice given by either party hereto to the other on any date in such notice stated, not less, however, than thirty (30) days subsequent to the date upon which such notice shall be given.

C. Notice of default and notice of termination may be served personally upon the Licensee or by mailing to the last known address of the Licensee. Termination of this Agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

**Section 14. AGREEMENT NOT TO BE ASSIGNED.**

The Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the Licensor, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Licensor, shall terminate this Agreement.

**Section 15. SUCCESSORS AND ASSIGNS.**

Subject to the provisions of Section 14 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

Rev 000806

## EXHIBIT C

### Union Pacific Railroad Insurance Requirements

Licensee shall, at its sole cost and expense, (except for Railroad Protective Liability Insurance required in Paragraph D), procure and maintain in effect during the term of this Agreement the following insurance coverage. Licensee shall procure and maintain, or cause to be procured and maintained by its contractor, at its sole cost and expense, Railroad Protective Liability Insurance coverage described in Paragraph D during any period of construction, maintenance, repair or reconstruction work.

**A. Commercial General Liability insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

**B. Business Automobile Coverage insurance.** Business auto coverage written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less than \$2,000,000 for each accident.

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

**C. Workers Compensation and Employers Liability insurance.** Coverage must include but not be limited to:

- Licensee's and/or Licensee's contractor's statutory liability under the workers' compensation laws of the state where the Wireline is located.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee, and/or Licensee's contractor, is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

**D. Railroad Protective Liability insurance.** Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. A binder stating the policy is in place must be submitted to Licensor before the work may be commenced and until the original policy is forwarded to Licensor.

**E. Umbrella or Excess insurance.** If Licensee, and/or Licensee's contractor, utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

#### **Other Requirements**

**F.** All policy(ies) required above (except worker's compensation and employers liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Licensor as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Licensor's negligence whether sole or partial, active or passive, and shall not be limited by Licensee's liability under the indemnity provisions of this Agreement.

**G.** Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.

**H.** Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.

**I.** Prior to commencing any work, Licensee, and/or Licensee's contractor, shall furnish Licensor with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

**J.** All insurance policies must be written by a reputable insurance company acceptable to Licensor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state in which the Wireline is located.

**K.** The fact that insurance is obtained by Licensee, and/or Licensee's contractor, or by Licensor on behalf of Licensee, and/or Licensee's contractor, will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.



November 21, 2006  
Folder: 2053-66

To the Contractor:

Before the Railroad Company can permit you to perform work on its right-of-way for the installation of a wireline crossing for CITY OF ALTON, ILLINOIS, it will be necessary to complete the enclosed Contractor's Right of Entry Agreement as follows:

1. Fill in the complete legal name of the contractor in the space provided on Page 1 of the Contractor's Right of Entry Agreement. If a corporation, give the state of incorporation. If a partnership, give the names of all partners.
2. Fill in the date construction will begin and be completed in Article V, Paragraph A.
3. Fill in the name of the contractor in the space provided in the signature block at the end of the Contractor's Right of Entry Agreement. If the contractor is a corporation, the person signing on its behalf must be an elected corporate officer.
4. Return all copies of the Contractor's Right of Entry Agreement, together with your Certificate of Insurance, **identifying Folder No. 2053-66**, as required in Exhibit C, in the attached self-addressed envelope.
5. Check, with **Folder No. 2053-66 written on the front**, made payable to the Union Pacific Railroad Company in the amount of **FIVE HUNDRED DOLLARS (\$500.00)**. If you require formal billing, you may consider this letter as a formal bill. In compliance with the Internal Revenue Service's policy regarding their Form 1099, I certify that 94-6001323 is the Railroad Company's Federal Taxpayer Identification Number and that Union Pacific Railroad Company is doing business as a corporation.
6. **Under Exhibit C of the enclosed Contractor's Right of Entry Agreement, you are required to procure Railroad Protective Liability Insurance (RPLI) for the duration of this project.** As a service to you, Union Pacific's insurance carrier is making this coverage available to you. You are not required to purchase this coverage from the Railroad's insurance carrier and are encouraged to shop the market for the best available rate. If you decide, however, that acquiring this coverage from the Railroad's insurance carrier is of benefit to you, simply follow the instructions on the enclosed form.

**Real Estate**

UNION PACIFIC RAILROAD  
1400 Douglas Street, Stop 1690  
Omaha, Nebraska 68179-1690  
fx. (402) 501-0340

91

After approval of the Contractor's Right of Entry Agreement and the Insurance Certificate, your fully-executed document will be returned to you, with instructions to proceed. In no event should you begin work until you have received a copy of the signed Contractor's Right of Entry Agreement.

If you have any questions, please contact me at (402) 544-8553.

Sincerely,

A handwritten signature in cursive script, appearing to read "Constance R. Alvis".

Constance R. Alvis  
Manager - Contracts



REQUESTS FOR  
APPLICATION FORM

**RAILROAD PROTECTIVE LIABILITY INSURANCE**  
(\$2,000,000 per occurrence/\$6,000,000 aggregate)

Applications forms for inclusion in the Railroad's Blanket Railroad Protective Liability Insurance Policy may be obtained from Union Pacific's insurance carrier by contacting:

Mike McGrade  
Marsh, USA  
PO Box 419105  
Kansas City MO 64141-6105

Phone: (800) 729-7001  
Fax: (816) 556-4362  
Email: [michael.mcgrade@marsh.com](mailto:michael.mcgrade@marsh.com)  
Email: [cindy.long@marsh.com](mailto:cindy.long@marsh.com)  
Email: [jill.collins@marsh.com](mailto:jill.collins@marsh.com)

The RPLI application form and premium should be sent directly to Marsh, USA at the address shown. Any checks forwarded to Marsh, USA should reference Union Pacific Railroad in the "Memo" section of the check.

In addition, you may be able to access the application at:

[www.uprr.com/reus/group/trinsure](http://www.uprr.com/reus/group/trinsure)

Rev 081906

## CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_,  
by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, ("Railroad") and  
\_\_\_\_\_, a  
\_\_\_\_\_ corporation ("Contractor"), to be  
addressed at \_\_\_\_\_.

### RECITALS:

Contractor has been hired by CITY OF ALTON, ILLINOIS to perform work relating to one underground traffic signal cable wireline crossing (the "work"), with all or a portion of such work to be performed on property of Railroad in the vicinity of Railroad's Mile Post 258.92, Springfield Subdivision, Alton Lead, located at or near Alton, Madison County, State of Illinois, which work is the subject of a contract dated April 04, 2002 between Railroad and CITY OF ALTON, ILLINOIS, as such location is also shown on the print dated November 21, 2006, marked **Exhibit A** attached hereto and hereby made a part hereof.

Railroad is willing to permit Contractor to perform the work described above at the location describe above subject to the terms and conditions contained in this Agreement.

### AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the Railroad and Contractor, as follows:

#### Article I. DEFINITION OF CONTRACTOR.

For purposes of this Agreement, all references in this Agreement to the Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

#### Article II. RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing any work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article IV.

Article III. TERMS AND CONDITIONS CONTAINED IN EXHIBITS B, C AND D.

The terms and conditions contained in Exhibit B, C and D, attached hereto, are hereby made a part of this Agreement.

Article IV. ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.

B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

PAUL GEGG, MTM  
UNION PACIFIC RAILROAD  
811 W CHESTNUT  
BLOOMINGTON IL 61701  
(402) 501-3734  
(314) 315-6718 cell

C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of Exhibit B. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

Article V. TERM; TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this Agreement, and continue until \_\_\_\_\_, unless sooner terminated as herein provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.

B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

Article VI. CERTIFICATE OF INSURANCE.

A. Before commencing any work, Contractor will provide Railroad with the insurance binders, policies, certificates and/or endorsements set forth in Exhibit C of this Agreement.

B. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Folder No. 2053-66  
Union Pacific Railroad Company  
1400 Douglas Street STOP 1690  
Omaha, Nebraska 68179-1690

**Article VII. DISMISSAL OF CONTRACTOR'S EMPLOYEE.**

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

**Article VIII. ADMINISTRATIVE FEE.**

Upon the execution and delivery of this Agreement, Contractor shall pay to Railroad Five Hundred Dollars (\$500.00) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this Agreement.

**Article IX. CROSSINGS.**

No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

**Article X. EXPLOSIVES.**

Explosives or other highly flammable substances shall not be stored on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY**

By: \_\_\_\_\_  
Constance R. Alvis  
Manager - Contracts

\_\_\_\_\_  
(Contractor Name)

By \_\_\_\_\_

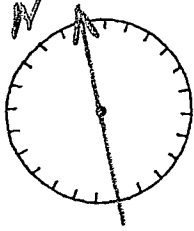
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

PLACE ARROW INDICATING NORTH  
DIRECTION RELATIVE TO CROSSING

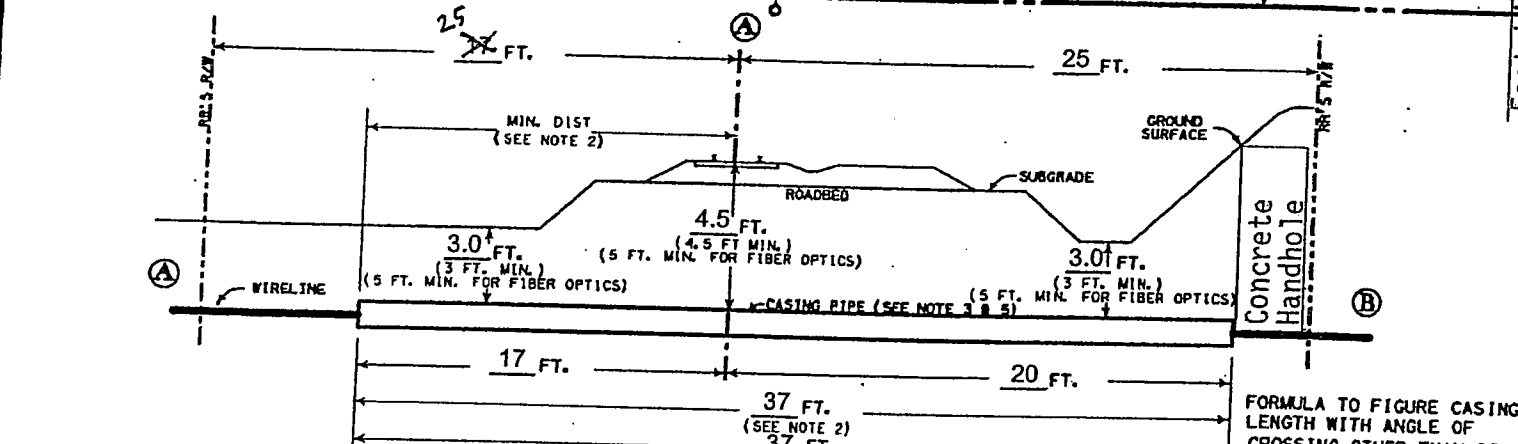
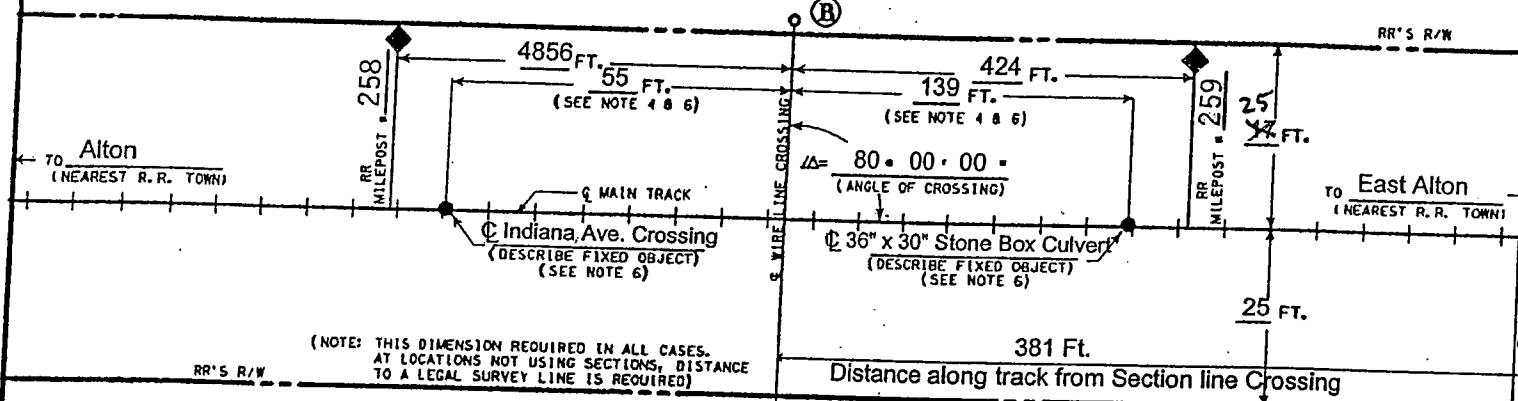


FORM DR-0404-  
REV. 5-15-98  
www.uprr.com

# UNDERGROUND WIRELINE CROSSING 750 VOLTS OR LESS

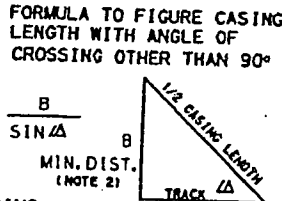
NO SCALE

NOTE: ALL AVAILABLE DIMENSIONS MUST BE  
FILLED IN TO PROCESS THIS APPLICATION.



NOTES :

- 1) ALL HORIZONTAL DISTANCES TO BE MEASURED AT RIGHT ANGLES FROM C OF TRACK, EXCEPT AS NOTED.
- 2) CASING MUST EXTEND A MINIMUM OF 30' OUT FROM C OF TRACK, MEASURED AT RIGHT ANGLES.
- 3) CASING MATERIAL : STEEL, RIGID METALLIC CONDUIT (NO PVC).
- 4) MINIMUM OF 50' FROM THE END OF ANY RAILROAD BRIDGE, C OF ANY CULVERT, OR FROM ANY SWITCHING AREA.
- 5) SIGNAL REPRESENTATIVE MUST BE PRESENT DURING INSTALLATION IF RAILROAD SIGNALS ARE IN THE VICINITY OF CROSSING.
- 6) ALLOWABLE FIXED OBJECTS INCLUDE: BACKWALLS OF BRIDGES; C OF ROAD CROSSINGS & OVERHEAD VIADUCTS (GIVE ROAD NAME), OR C OF CULVERTS.
- 7) CASING AND CARRIER PIPE MUST BE PLACED A MINIMUM OF 2 FEET BELOW THE EXISTING FIBER OPTIC CABLE. ANY EXCAVATION REQUIRED WITHIN 5 FEET OF THE EXISTING FIBER OPTIC CABLE MUST BE HAND DUG.



A) IS WIRELINE CROSSING WITHIN DEDICATED STREET?  YES;  NO;

B) IF YES, NAME OF STREET Indiana Avenue

C) TYPE WIRELINE CROSSING: \_\_\_\_\_ TELEPHONE; \_\_\_\_\_ TELEVISION; \_\_\_\_\_ FIBER OPTIC; OTHER: Traffic Signal Cables

D) VOLTAGE TO BE CARRIED UNDER TRACK 120 Volts NO. OF WIRES 34

E) CASING TYPE TO BE INSTALLED 2-1/2" Galvanized Steel Conduit

F) METHOD OF INSTALLING CASING PIPE UNDER TRACK(S):  
 DRY BORE AND JACK (WET BORE NOT PERMITTED);  
\_\_\_\_\_ TUNNEL; OTHER \_\_\_\_\_

G) DISTANCE FROM CENTER LINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES TO TRACK 17' and 20' (30' MIN.)

H) DISTANCE TO NEAREST ROAD CROSSING WITH SIGNAL LIGHTS OR GATES (IF LESS THAN ONE MILE) 55 Ft. as shown

I) APPLICANT HAS CONTACTED 1-800-336-9193, U. P. COMMUNICATION DEPARTMENT, AND HAS DETERMINED FIBER OPTIC CABLE  DOES; \_\_\_\_\_ DOES NOT; \_\_\_\_\_ EXIST IN VICINITY OF WORK TO BE PERFORMED. TICKET NO. 11126020

**EXHIBIT "A"**  
(FOR RAILROAD USE ONLY - DO NOT WRITE IN THIS BOX)

UNION PACIFIC RAILROAD CO.  
Springfield (Alton Lead)  
(SUBDIVISION)

M. P. 258.92 E. S. 13659+863

UNDERGROUND WIRELINE CROSSING  
Alton Madison IL  
(NEAREST RR STATION) (COUNTY) (STATE)

FOR City of Alton  
(APPLICANT)

RR FILE NO. 2053-66 DATE 11-27-2006

**WARNING**  
IN ALL OCCASIONS, U. P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.  
PHONE : 1-800-336-9193

Rev 072506

**EXHIBIT B**  
**CONTRACTOR'S RIGHT OF ENTRY AGREEMENT**

**Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.**

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its work and at least ten (10) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such ten (10)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

B. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

C. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period

required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

**Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED**

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

**Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.**

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

**Section 4. LIENS.**

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.



**Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.

B. In addition to other indemnity provisions in this Agreement, Contractor shall indemnify, defend and hold Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of Contractor, its agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

**Section 6. PERMITS - COMPLIANCE WITH LAWS.**

In the prosecution of the work covered by this Agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

**Section 7. SAFETY.**

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall at a minimum comply with Railroad's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's safety standards are contrary to good safety practices. Contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

**Section 8. INDEMNITY.**

A. To the extent not prohibited by applicable statute, Contractor shall indemnify, defend and hold harmless Railroad, its affiliates, and its and their officers, agents and employees ("Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Contractor, or any employee of Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by Contractor, or (ii) any act or omission of Contractor, its officers, agents or employees, or (iii) any breach of this agreement by Contractor.

B. The right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.

C. Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by Contractor's own employees. Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify Railroad under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.

D. No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this Agreement may be relied upon or used by Contractor in any attempt to assert liability against Railroad.

E. The provisions of this Section 8 shall survive the completion of any work performed by Contractor or the termination or expiration of this Agreement. In no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Contractor may have to any Indemnified Party by statute or under common law.

**Section 9. RESTORATION OF PROPERTY.**

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

**Section 10. WAIVER OF DEFAULT.**

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

**Section 11. MODIFICATION - ENTIRE AGREEMENT.**

No modification of this Agreement shall be effective unless made in writing and signed by Contractor and Railroad. This Agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

**Section 12. ASSIGNMENT - SUBCONTRACTING.**

Contractor shall not assign or subcontract this Agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors, and shall require all subcontractors to maintain the insurance coverage required to be maintained by Contractor as provided in this Agreement, and to indemnify Contractor and Railroad to the same extent as Railroad is indemnified by Contractor under this Agreement.

Rev 082406

**EXHIBIT C**  
**CONTRACTOR'S RIGHT OF ENTRY AGREEMENT**

**Union Pacific Railroad Company**  
**Insurance Provisions For**  
**Contractor's Right of Entry Agreement**

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and the Contractor has removed all equipment and materials from the Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage:

- A. **Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

- B. **Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$2,000,00 for each accident.

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement – Hazardous materials clean up (MCS-90) if required by law.

- C. **Workers Compensation and Employers Liability** insurance. Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excel workers compensation coverage must be provided. Coverage must include liability arising out of the U.S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).
- D. **Railroad Protective Liability** insurance. Contractor must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. A binder stating the policy is in place must be submitted to Railroad before the work may be commenced and until the original policy is forwarded to Railroad.
- E. **Umbrella or Excess** insurance. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.
- F. **Pollution Liability** insurance. Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

#### **Other Requirements**

- G. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement.
- H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.
- I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.
- J. Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

- K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.
- L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

**EXHIBIT D  
TO  
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT**

**MINIMUM SAFETY REQUIREMENTS**

The term "employees" as used herein refer to all employees of Contractor as well as all employees of any subcontractor or agent of Contractor.

**I. Clothing**

- A. All employees of Contractor will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Contractor's employees must wear:

- (i) Waist-length shirts with sleeves.
  - (ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
  - (iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.
- B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.
- C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

**II. Personal Protective Equipment**

Contractor shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- (i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Contractor's company logo or name.
- (ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- (iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
  - 100 feet of a locomotive or roadway/work equipment
  - 15 feet of power operated tools
  - 150 feet of jet blowers or pile drivers
  - 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)

- (iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

### III. On Track Safety

Contractor is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- (i) Maintain a distance of twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
- (ii) Wear an orange, reflectorized workwear approved by the Railroad Representative.
- (iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Contractor must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Contractor will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

### IV. Equipment

- A. It is the responsibility of Contractor to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Contractor's equipment is unsafe for use, Contractor shall remove such equipment from Railroad's property. In addition, Contractor must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:
  - Familiar and comply with Railroad's rules on lockout/tagout of equipment.
  - Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
  - Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound equipment.
- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.



V. **General Safety Requirements**

- A. Contractor shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Contractor shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by Contractor meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
  - (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
  - (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
  - (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).
  - (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
  - (v) Before stepping over or crossing tracks, look in both directions first.
  - (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.



JAN 24 2007



Folder: 01740-62

MR. DAVID GODAR  
CITY OF ALTON  
101 E THIRD ST  
ALTON IL 62002

Re: Proposed 58" Cased storm water Pipeline Crossing of Railroad Property at Mile Post 258.9 on the Springfield Subdivision/Branch at or near Alton, Madison County, Illinois

Dear Mr. Godar,

Attached is your original copy of our Agreement, fully executed on behalf of the Railroad Company. When you or your representative enter the Railroad Company's property, a copy of this fully-executed document must be available at the site to be shown on request to any Railroad employee or official.

If this construction is to be done by a contractor, before work can begin, the Contractor's Right of Entry Agreement must be executed by the contractor and returned to me, together with their proof of insurance, as provided in this Agreement.

In accordance with the terms of the Agreement, you are required to notify the following Railroad Company's Manager of Track Maintenance, Manager of Signal Maintenance, and the Telecommunications ("Call Before You Dig") number at least 10 days in advance of the date you plan on entering the right of way for further instructions and approval to commence construction.

Mr. Paul Gegg, MTM  
UPRR Company  
811 W. Chestnut Street  
Bloomington, IL 61701  
Phone: 309.820.2312  
Fax: 309.820.2317

Mr. Michael J. Dundas  
Mgr Signal Mntce  
101 Railroad Street  
Villa Grove, IL 61956  
Phone: 816.245.2295  
Cell: 309.825.7657

**Telecommunications ("Call Before You Dig"): 1-800-336-9193**

As an additional note, the casing and carrier pipe must be placed a minimum of two (2) feet below any existing fiber optic cable. Any excavation required within five (5) feet of an existing fiber optic cable must be hand dug.

**Real Estate**

110

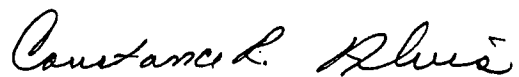
UNION PACIFIC RAILROAD  
1400 Douglas Street, Stop 1690  
Omaha, Nebraska 68179-1690  
fx. (402) 501-0340

All future insurance notices should be forwarded to:

Union Pacific Railroad Company  
Folder No. 01740-62  
1400 Douglas Street STOP 1690  
Omaha, NE 68179-1690

If you have any questions, please contact me at (402) 544-8553.

Sincerely,



Constance R. Alvis  
Manager - Contracts

PL X 940206  
Form Approved, AVP-Law

Folder No. 1740-62

Rev 07/25/06

## PIPELINE CROSSING AGREEMENT

Mile Post: 258.9, Springfield Subdivision  
Location: Alton, Madison County, Illinois

**THIS AGREEMENT** ("Agreement") is made and entered into as of November 21, 2006, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF ALTON**, an Illinois municipal corporation to be addressed at 101 E Third Street, Alton, Illinois 62002 ("Licensee").

**IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**Article I. LICENSE FEE.**

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **One Thousand Five Hundred Dollars (\$1,500.00)**.

**Article II. LICENSOR GRANTS RIGHT.**

In consideration of the license fee to be paid by the Licensee and in further consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain and operate one 58" encased pipeline for transporting and conveying storm water across Licensor's track(s) and property (the "Pipeline") in the location shown and in conformity with the dimensions and specifications indicated on the print dated November 21, 2006 and marked **Exhibit A**, attached hereto and hereby made a part hereof. Under no circumstances shall Licensee modify the use of the Pipeline for a purpose other than transporting and conveying storm water, and the Pipeline shall not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

**Article III. CONSTRUCTION, MAINTENANCE AND OPERATION.**

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in Exhibit B, attached hereto and hereby made a part hereof.

**Article IV. IF WORK IS TO BE PERFORMED BY CONTRACTOR.**

If a contractor is hired by the Licensee to do any of the work performed on the Pipeline (including initial construction and subsequent relocation or maintenance and repair work), then the Licensee shall require its contractor to execute the Licensor's current form of Contractor's Right of Entry Agreement. Licensee acknowledges receipt of a copy of the Contractor's Right of Entry Agreement and an understanding of its terms, provisions, and requirements, and will inform its contractor of the need to execute the agreement. Under no circumstances will Licensee's contractor be allowed onto Licensor's property without first executing the Contractor's Right of Entry Agreement and the contractor providing to the Licensor the insurance binders, certificates and endorsements described in the Contractor's Right of Entry Agreement.

**Article V. INSURANCE.**

A. Before commencement of the term of this Agreement and prior to any Pipeline construction, the Licensee or Licensee's contractor (whichever entity will be performing the Pipeline construction work), at its sole expense, shall provide to the Licensor the insurance binders, certificates and endorsements described in **Exhibit C**, attached hereto and hereby made a part hereof.

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

C. All insurance correspondence shall be directed to:

Constance R. Alvis  
Folder No. 1740-62  
Union Pacific Railroad Company  
Real Estate Department  
1400 Douglas Street STOP 1690  
Omaha, NE 68179-1690

D. If the Licensee is a public entity subject to any applicable statutory tort laws, the limits of insurance described in **Exhibit C** shall be the limits the Licensee then has in effect or which is required by applicable current or subsequent law, whichever is greater, a portion of which may be self-insured with the consent and approval of Licensor.

**Article VI. TERM.**

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as herein provided.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

CITY OF ALTON

By: Constance R. Alvis  
Constance R. Alvis  
Manager - Contracts

By: Donald E. Sandidge  
Name: Donald E. Sandidge  
Title: Mayor

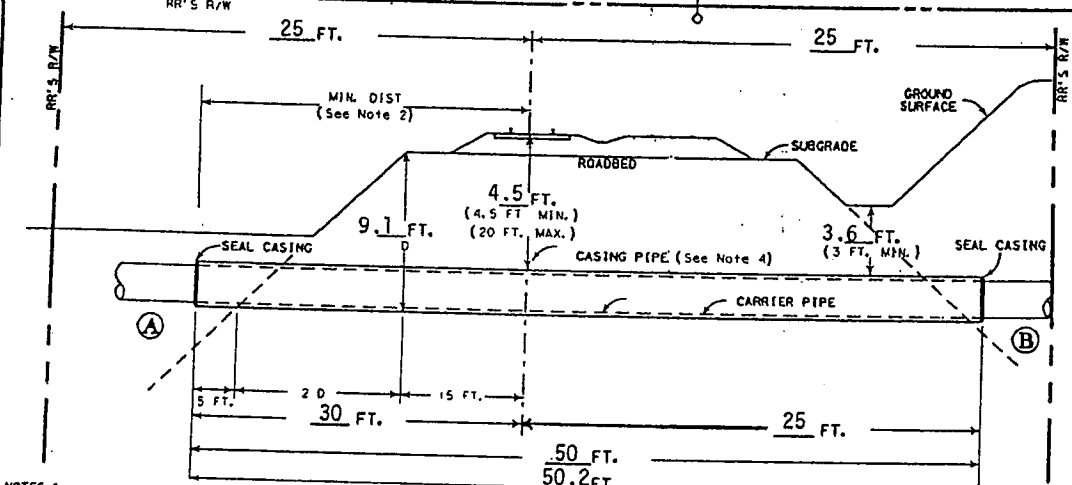
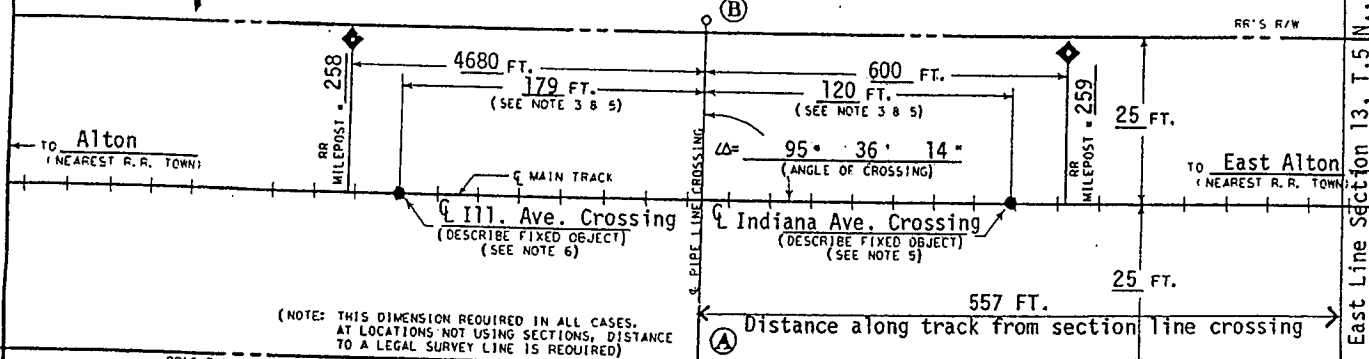
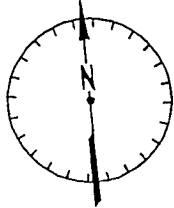
ACE ARROW INDICATING NORTH  
DIRECTION RELATIVE TO CROSSING

FORM DR-0404-B  
REV. 5-15-98

# ENCASED NON-FLAMMABLE PIPELINE CROSSING

NOTE: ALL AVAILABLE DIMENSIONS MUST BE  
FILLED IN TO PROCESS THIS APPLICATION.

NO SCALE



MINIMUM THICKNESS	DIAMETER OF CASING PIPE
.2500"	1 1/4" 12" OR LESS
.3125"	5/16" OVER 12"-18"
.3750"	3/8" OVER 18"-22"
.4375"	7/16" OVER 22"-28"
.5000"	1/2" OVER 28"-34"
.5625"	9/16" OVER 34"-42"
.6250"	5/8" OVER 42"-48"

OVER 48" MUST BE APPROVED BY R. R. CO.  
NOTE: THIS CHART IS ONLY FOR SMOOTH STEEL CASING PIPES WITH MINIMUM YIELD STRENGTH OF 35,000 PSI.

FORMULA TO FIGURE CASING LENGTH WITH ANGLE OF CROSSING OTHER THAN 90°

$$\frac{B}{\Delta \sin} = \frac{1}{2} \text{ CASING LENGTH}$$

B MIN. DIST. (NOTE 2)

- NOTES:
- 1) ALL HORIZONTAL DISTANCES TO BE MEASURED AT RIGHT ANGLES FROM C. OF TRACK. (CASING LENGTH WHEN MEASURED ALONG PIPELINE.)
  - 2) CASING TO EXTEND BEYOND THE C. OF TRACK AT RIGHT ANGLES THE GREATER OF 20 + 20 FT., OR 30 FT., AND BEYOND LIMIT OF RAILROAD RIGHT-OF-WAY IF NECESSARY TO PROVIDE PROPER LENGTH OUTSIDE OF TRACK.
  - 3) MINIMUM OF 50' FROM THE END OF ANY RAILROAD BRIDGE, C. OF ANY CULVERT, OR FROM ANY SWITCHING AREA.
  - 4) SIGNAL REPRESENTATIVE MUST BE PRESENT DURING INSTALLATION IF RAILROAD SIGNALS ARE IN THE VICINITY OF CROSSING.
  - 5) ALLOWABLE FIXED OBJECTS INCLUDE: BACKWALLS OF BRIDGES; C. OF ROAD CROSSINGS & OVERHEAD VIADUCTS (GIVE ROAD NAME), OR CULVERTS.
  - 6) CASING AND CARRIER PIPE MUST BE PLACED A MINIMUM OF 2 FEET BELOW THE EXISTING FIBER OPTIC CABLE. ANY EXCAVATION REQUIRED WITHIN 5 FEET OF THE EXISTING FIBER OPTIC CABLE MUST BE HAND DUG.

A) IS PIPELINE CROSSING WITHIN DEDICATED STREET? YES;  NO;

B) IF YES, NAME OF STREET \_\_\_\_\_

D) DISTRIBUTION LINE \_\_\_\_\_ OR TRANSMISSION LINE Gravity Storm Sewer

C) CARRIER PIPE:  
COMMODITY TO BE CONVEYED Storm Water  
OPERATING PRESSURE 0 PSI I.D. = 48"  
WALL THICKNESS 5"; DIAMETER O.D. = \_\_\_\_\_; MATERIAL Concrete;

E) CASING PIPE:  
WALL THICKNESS 5/8"; DIAMETER 66"; MATERIAL Steel;  
NOTE: CASING MUST HAVE 2" CLEARANCE BETWEEN GREATEST OUTSIDE DIAMETER OF CARRIER PIPE AND INTERIOR DIAMETER OF CASING PIPE. WHEN FURNISHING DIMENSIONS, GIVE OUTSIDE OF CARRIER PIPE AND INSIDE OF CASING PIPE.

F) METHOD OF INSTALLING CASING PIPE UNDER TRACK(S):  
 DRY BORE AND JACK (WET BORE NOT PERMITTED);  
TUNNEL; OTHER \_\_\_\_\_

G) WILL CONSTRUCTION BE BY AN OUTSIDE CONTRACTOR?  YES; \_\_\_\_\_ NO;

H) DISTANCE FROM CENTER LINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES TO TRACK 30 FT. (30' MIN.)

I) APPLICANT HAS CONTACTED 1-800-336-9193, U. P. COMMUNICATION DEPARTMENT, AND HAS DETERMINED FIBER OPTIC CABLE  DOES; \_\_\_\_\_ DOES NOT; EXIST IN VICINITY OF WORK TO BE PERFORMED. TICKET NO. 1071457

**EXHIBIT "A"**  
(FOR RAILROAD USE ONLY)

UNION PACIFIC RAILROAD CO.

Springfield  
SUBDIVISION

M. P. 258.91 E. S. 136+58

ENCASED Storm water CROSSING AT  
Alton Madison IL  
(NEAREST CITY) (COUNTY) (STATE)

City of Alton  
(APPLICANT)

RR FILE NO. 1740-62 DATE 12-16-98

Received 11-21-2006  
WARNING

IN ALL OCCASIONS, U. P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.  
PHONE: 1-800-336-9193

## Exhibit A-1

The Railroad's Structural Design Department requires the following for the proposed 58" storm sewer crossing:

1. The local Manager of Track Maintenance shall be notified prior to the applicant boring under Railroad Right of Way.
2. All jacking pits shall be a minimum of 30 feet from the centerline of the nearest track.
3. If the Licensee's or Contractor's personnel or equipment operate within 25 feet of the nearest track, a Railroad flagman will be required at the Licensee's cost. To arrange for a Railroad flagman, the local Manager of Track Maintenance shall be notified by the licensee. This includes any boring operation under Railroad's track.
4. The top of rail shall be monitored for any settlement during the jacking operations. Any deviation of  $\frac{1}{4}$ " or greater will be immediately corrected and reported to the Railroad flagman on duty. All operations must cease when such a deviation exists and will not proceed until corrective measures are taken to correct the problem and the reason for the deviation's occurrence. The boring operation under Railroad's track shall be done without any stoppage over night or weekend.
5. The Railroad's Right of Way shall be returned to its original condition or better when the project is completed.
6. The local Manager of Signal Maintenance shall be contacted by the Licensee for any underground signal lines in the area.



Rev 072506

## EXHIBIT B

### Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

- A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Licensor to use and maintain its entire property including the right and power of the Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Licensor without liability to the Licensee or to any other party for compensation or damages.
- B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Licensor's property, and others) and the right of the Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

### Section 2. CONSTRUCTION, MAINTENANCE AND OPERATION.

- A. The Pipeline shall be constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Licensee in strict conformity with (i) Licensor's current standards and specifications ("UP Specifications"), except for variances approved in advance in writing by the Licensor's Assistant Vice President Engineering - Design, or his authorized representative; (ii) such other additional safety standards as the Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"), and (iii) all applicable laws, rules and regulations ("Laws"). If there is any conflict between the requirements of any Law and the UP Specifications or the UP Additional Requirements, the most restrictive will apply.
- B. All work performed on property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline shall be done to the satisfaction of the Licensor.
- C. Prior to the commencement of any work in connection with the construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline where it passes underneath the roadbed and track or tracks of the Licensor, the Licensee shall submit to the Licensor plans setting out the method and manner of handling the work, including the shoring and cribbing, if any, required to protect the Licensor's operations, and shall not proceed with the work until such plans have been approved by the Licensor's Assistant Vice President Engineering Design, or his authorized representative, and then the work shall be done to the satisfaction of the Licensor's Assistant Vice President Engineering Design or his authorized representative. The Licensor shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its track or tracks during the time of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline, and, in the event the Licensor provides such support, the Licensee shall pay to the Licensor, within fifteen (15) days after bills shall have been rendered therefore, all expenses incurred by the Licensor in connection therewith, which expenses shall include all assignable costs.

- D. The Licensee shall keep and maintain the soil over the Pipeline thoroughly compacted and the grade even with the adjacent surface of the ground.

**Section 3. NOTICE OF COMMENCEMENT OF WORK.**

If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as practicable to Licensor before commencing any work. In all other situations, the Licensee shall notify the Licensor at least ten (10) days (or such other time as the Licensor may allow) in advance of the commencement of any work upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline. All such work shall be prosecuted diligently to completion.

**Section 4. LICENSEE TO BEAR ENTIRE EXPENSE.**

The Licensee shall bear the entire cost and expense incurred in connection with the construction, maintenance, repair and renewal and any and all modification, revision, relocation, removal or reconstruction of the Pipeline, including any and all expense which may be incurred by the Licensor in connection therewith for supervision, inspection, flagging, or otherwise.

**Section 5. REINFORCEMENT, RELOCATION OR REMOVAL OF PIPELINE.**

- A. The license herein granted is subject to the needs and requirements of the Licensor in the safe and efficient operation of its railroad and in the improvement and use of its property. The Licensee shall, at the sole expense of the Licensee, reinforce or otherwise modify the Pipeline, or move all or any portion of the Pipeline to such new location, or remove the Pipeline from the Licensor's property, as the Licensor may designate, whenever, in the furtherance of its needs and requirements, the Licensor, at its sole election, finds such action necessary or desirable.
- B. All the terms, conditions and stipulations herein expressed with reference to the Pipeline on property of the Licensor in the location hereinbefore described shall, so far as the Pipeline remains on the property, apply to the Pipeline as modified, changed or relocated within the contemplation of this section.

**Section 6. NO INTERFERENCE WITH LICENSOR'S OPERATION.**

The Pipeline and all parts thereof within and outside of the limits of the property of the Licensor shall be constructed and, at all times, maintained, repaired, renewed and operated in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Licensor, and nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof.

**Section 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

- A. Fiber optic cable systems may be buried on the Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall telephone the Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Licensor's premises to be used by the Licensee. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic

cable, all at Licensee's expense, and will commence no work on the Licensor's property until all such protection or relocation has been accomplished. Licensee shall indemnify and hold the Licensor harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of or caused in any way by Licensee's failure to comply with the provisions of this paragraph.

**B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, THE LICENSEE SHALL INDEMNIFY, DEFEND AND HOLD THE LICENSOR HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) CAUSED BY THE NEGLIGENCE OF THE LICENSEE, ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, RESULTING IN (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON LICENSOR'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON LICENSOR'S PROPERTY, EXCEPT IF SUCH COSTS, LIABILITY OR EXPENSES ARE CAUSED SOLELY BY THE DIRECT ACTIVE NEGLIGENCE OF THE LICENSOR. LICENSEE FURTHER AGREES THAT IT SHALL NOT HAVE OR SEEK RECOURSE AGAINST LICENSOR FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING LICENSOR'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON LICENSOR'S PROPERTY.**

**Section 8. CLAIMS AND LIENS FOR LABOR AND MATERIAL; TAXES.**

- A. The Licensee shall fully pay for all materials joined or affixed to and labor performed upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of the Licensee. The Licensee shall indemnify and hold harmless the Licensor against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.
- B. The Licensee shall promptly pay or discharge all taxes, charges and assessments levied upon, in respect to, or on account of the Pipeline, to prevent the same from becoming a charge or lien upon property of the Licensor, and so that the taxes, charges and assessments levied upon or in respect to such property shall not be increased because of the location, construction or maintenance of the Pipeline or any improvement, appliance or fixture connected therewith placed upon such property, or on account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or assessed to the Licensee but shall be included in the assessment of the property of the Licensor, then the Licensee shall pay to the Licensor an equitable proportion of such taxes determined by the value of the Licensee's property upon property of the Licensor as compared with the entire value of such property.

**Section 9. RESTORATION OF LICENSOR'S PROPERTY.**

In the event the Licensor authorizes the Licensee to take down any fence of the Licensor or in any manner move or disturb any of the other property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Licensor, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the taking down of any fence or the moving or disturbance of any other property of the Licensor.

**Section 10. INDEMNITY.**

- A. As used in this Section, "Licensor" includes other railroad companies using the Licensor's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever (including the Licensor's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and/or (b) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Licensor, or property in its care or custody).
- B. AS A MAJOR INDUCEMENT AND IN CONSIDERATION OF THE LICENSE AND PERMISSION HEREIN GRANTED, THE LICENSEE AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE LICENSOR FROM ANY LOSS WHICH IS DUE TO OR ARISES FROM:**
- 1. THE PROSECUTION OF ANY WORK CONTEMPLATED BY THIS AGREEMENT INCLUDING THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, MODIFICATION, RECONSTRUCTION, RELOCATION, OR REMOVAL OF THE PIPELINE OR ANY PART THEREOF;**
  - 2. THE PRESENCE, OPERATION, OR USE OF THE PIPELINE OR CONTENTS ESCAPING THEREFROM; OR**
  - 3. LICENSEE'S BREACH OF THIS AGREEMENT,**
- EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE DIRECT NEGLIGENCE OF THE LICENSOR, AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION, IT BEING THE INTENTION OF THE PARTIES THAT THE ABOVE INDEMNITY WILL OTHERWISE APPLY TO LOSSES CAUSED OR ARISING FROM, IN WHOLE OR IN PART, LICENSOR'S NEGLIGENCE.**

**Section 11. REMOVAL OF PIPELINE UPON TERMINATION OF AGREEMENT.**

Prior to the termination of this Agreement howsoever, the Licensee shall, at Licensee's sole expense, remove the Pipeline from those portions of the property not occupied by the roadbed and track or tracks of the Licensor and shall restore, to the satisfaction of the Licensor, such portions of such property to as good a condition as they were in at the time of the construction of the Pipeline. If the Licensee fails to do the foregoing, the Licensor may, but is not obligated, to perform such work of removal and restoration at the cost and expense of the Licensee. In the event of the removal by the Licensor of the property of the Licensee and of the restoration of the roadbed and property as herein provided, the Licensor shall in no manner be liable to the Licensee for any damage sustained by the Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any right of action for damages, or otherwise, that the Licensor may have against the Licensee.

**Section 12. WAIVER OF BREACH.**

The waiver by the Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Licensor to avail itself of any remedy for any subsequent breach thereof.

**Section 13. TERMINATION.**

- A. If the Licensee does not use the right herein granted or the Pipeline for one (1) year, or if the Licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Licensor to the Licensee specifying such default, the Licensor may, at its option, forthwith immediately terminate this Agreement by written notice.
- B. In addition to the provisions of subparagraph (a) above, this Agreement may be terminated by written notice given by either party hereto to the other on any date in such notice stated, not less, however, than thirty (30) days subsequent to the date upon which such notice shall be given.
- C. Notice of default and notice of termination may be served personally upon the Licensee or by mailing to the last known address of the Licensee. Termination of this Agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

**Section 14. AGREEMENT NOT TO BE ASSIGNED.**

The Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the Licensor, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Licensor, shall terminate this Agreement.

**Section 15. SUCCESSORS AND ASSIGNS.**

Subject to the provisions of Section 14 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

Rev 080806

### EXHIBIT C

#### Union Pacific Railroad Insurance Requirements

Licensee shall, at its sole cost and expense, (except for Railroad Protective Liability Insurance required in Paragraph D), procure and maintain in effect during the term of this Agreement the following insurance coverage. Licensee shall procure and maintain, or cause to be procured and maintained by its contractor, at its sole cost and expense, Railroad Protective Liability Insurance coverage described in Paragraph D during any period of construction, maintenance, repair or reconstruction work.

**A. Commercial General Liability insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

**B. Business Automobile Coverage insurance.** Business auto coverage written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less than \$2,000,000 for each accident.

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

**C. Workers Compensation and Employers Liability insurance.** Coverage must include but not be limited to:

- Licensee's and/or Licensee's contractor's statutory liability under the workers' compensation laws of the state where the Wireline is located.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee, and/or Licensee's contractor, is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

**D. Railroad Protective Liability insurance.** Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. A binder stating the policy is in place must be submitted to Licensor before the work may be commenced and until the original policy is forwarded to Licensor.

**E. Umbrella or Excess insurance.** If Licensee, and/or Licensee's contractor, utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

#### **Other Requirements**

**F.** All policy(ies) required above (except worker's compensation and employers liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Licensor as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Licensor's negligence whether sole or partial, active or passive, and shall not be limited by Licensee's liability under the indemnity provisions of this Agreement.

**G.** Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.

**H.** Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.

**I.** Prior to commencing any work, Licensee, and/or Licensee's contractor, shall furnish Licensor with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

**J.** All insurance policies must be written by a reputable insurance company acceptable to Licensor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state in which the Wireline is located.

**K.** The fact that insurance is obtained by Licensee, and/or Licensee's contractor, or by Licensor on behalf of Licensee, and/or Licensee's contractor, will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.



November 21, 2006  
Folder No. 1740-62

To the Contractor:

Before the Railroad Company can permit you to perform work on its right-of-way for the installation of a pipeline for CITY OF ALTON, it will be necessary to complete the enclosed Contractor's Right of Entry Agreement as follows:

1. Fill in the complete legal name of the contractor in the space provided on Page 1 of the Contractor's Right of Entry Agreement. If a corporation, give the state of incorporation. If a partnership, give the names of all partners.
2. Fill in the date construction will begin and be completed in Article V, Paragraph A.
3. Fill in the name of the contractor in the space provided in the signature block at the end of the Contractor's Right of Entry Agreement. If the contractor is a corporation, the person signing on its behalf must be an elected corporate officer.
4. Return all copies of the Contractor's Right of Entry Agreement, together with your Certificate of Insurance, **identifying Folder No. 1740-62**, as required in Exhibit C, in the attached self-addressed envelope.
5. Check, with **Folder No. 1740-62 written on the front**, made payable to the Union Pacific Railroad Company in the amount of **FIVE HUNDRED DOLLARS (\$500.00)**. If you require formal billing, you may consider this letter as a formal bill. In compliance with the Internal Revenue Service's policy regarding their Form 1099, I certify that 94-6001323 is the Railroad Company's Federal Taxpayer Identification Number and that I am doing business as a corporation.
6. **Under Exhibit C of the enclosed Contractor's Right of Entry Agreement, you are required to procure Railroad Protective Liability Insurance (RPLI) for the duration of this project.** As a service to you, Union Pacific's insurance carrier is making this coverage available to you. You are not required to purchase this coverage from the Railroad's insurance carrier and are encouraged to shop the market for the best available rate. If you decide, however, that acquiring this coverage from the Railroad's insurance carrier is of benefit to you, simply follow the instructions on the enclosed form.

**Real Estate**

UNION PACIFIC RAILROAD  
1400 Douglas Street, Stop 1690  
Omaha, Nebraska 68179-1690  
fx. (402) 501-0340

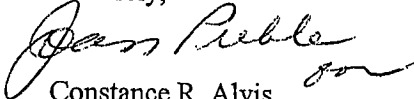
124



After approval of the Contractor's Right of Entry Agreement and the Insurance Certificate, your fully-executed document will be returned to you, with instructions to proceed. In no event should you begin work until you have received a copy of the signed Contractor's Right of Entry Agreement.

If you have any questions, please contact me at (402) 544-8553.

Sincerely,

A handwritten signature in cursive script, appearing to read "Constance R. Alvis".

Constance R. Alvis  
Manager - Contracts

REQUESTS FOR  
APPLICATION FORM

**RAILROAD PROTECTIVE LIABILITY INSURANCE**  
(\$2,000,000 per occurrence/\$6,000,000 aggregate)

Applications forms for inclusion in the Railroad's Blanket Railroad Protective Liability Insurance Policy may be obtained from Union Pacific's insurance carrier by contacting:

Mike McGrade  
Marsh, USA  
PO Box 419105  
Kansas City MO 64141-6105

Phone: (800) 729-7001  
Fax: (816) 556-4362  
Email: [michael.mcgrade@marsh.com](mailto:michael.mcgrade@marsh.com)  
Email: [cindy.long@marsh.com](mailto:cindy.long@marsh.com)  
Email: [jill.collins@marsh.com](mailto:jill.collins@marsh.com)

The RPLI application form and premium should be sent directly to Marsh, USA at the address shown. Any checks forwarded to Marsh, USA should reference Union Pacific Railroad in the "Memo" section of the check.

In addition, you may be able to access the application at:

[www.uprr.com/reus/group/trinsure](http://www.uprr.com/reus/group/trinsure)

Rev 081806

## CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, ("Railroad") and \_\_\_\_\_, a \_\_\_\_\_ corporation ("Contractor"), to be addressed at \_\_\_\_\_.

### RECITALS:

The Contractor has been hired by CITY OF ALTON to perform work relating to one 58" encased pipeline crossing for conveying storm water (the "work"), with all or a portion of such work to be performed on property of Railroad in the vicinity of Railroad's Mile Post 258.9, Springfield Subdivision, located at or near Alton, Madison County, State of Illinois, which work is the subject of a contract dated November 21, 2006 between Railroad and CITY OF ALTON, as such location is also shown on the print dated November 21, 2006, marked **Exhibit A** attached hereto and hereby made a part hereof.

Railroad is willing to permit Contractor to perform the work described above at the location describe above subject to the terms and conditions contained in this Agreement.

### AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the Railroad and Contractor, as follows:

#### Article I. DEFINITION OF CONTRACTOR.

For purposes of this Agreement, all references in this Agreement to the Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

#### Article II. RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing any work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article IV.

**Article III. TERMS AND CONDITIONS CONTAINED IN EXHIBITS B, C AND D.**

The terms and conditions contained in Exhibit B, C and D, attached hereto, are hereby made a part of this Agreement.

**Article IV. ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.**

A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.

B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

PAUL T. GEGG, MTM  
UNION PACIFIC RAILROAD  
811 W CHESTNUT  
BLOOMINGTON IL 61701  
(402) 501-3734  
(314) 315-6718 cell

C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of Exhibit B. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

**Article V. TERM; TERMINATION.**

A. The grant of right herein made to Contractor shall commence on the date of this Agreement, and continue until \_\_\_\_\_, unless sooner terminated as herein provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.

B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

**Article VI. CERTIFICATE OF INSURANCE.**

A. Before commencing any work, Contractor will provide Railroad with the insurance binders, policies, certificates and/or endorsements set forth in Exhibit C of this Agreement.

B. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Folder No. 1740-62  
Union Pacific Railroad Company  
1400 Douglas Street STOP 1690  
Omaha, Nebraska 68179-1690

**Article VII. DISMISSAL OF CONTRACTOR'S EMPLOYEE.**

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

**Article VIII. ADMINISTRATIVE FEE.**

Upon the execution and delivery of this Agreement, Contractor shall pay to Railroad Five Hundred Dollars (\$500.00) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this Agreement.

**Article IX. CROSSINGS.**

No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

**Article X. EXPLOSIVES.**

Explosives or other highly flammable substances shall not be stored on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY**

By: \_\_\_\_\_  
Constance R. Alvis  
Manager - Contracts

\_\_\_\_\_  
(Contractor Name)

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

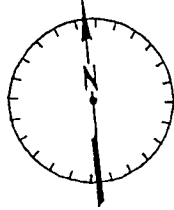
Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

ACE ARROW INDICATING NORTH  
DIRECTION RELATIVE TO CROSSING

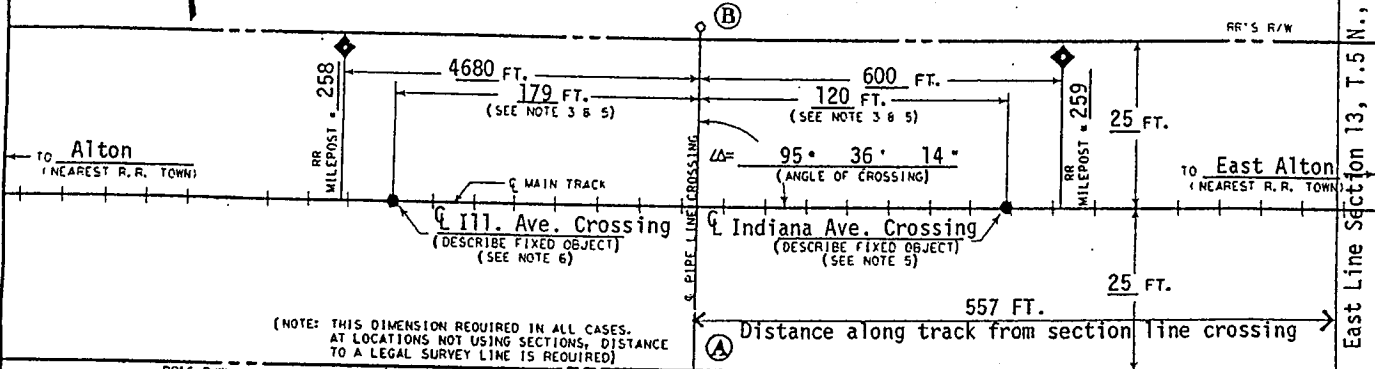
FORM DR-0404-B  
REV. 5-15-98

# ENCASED NON-FLAMMABLE PIPELINE CROSSING

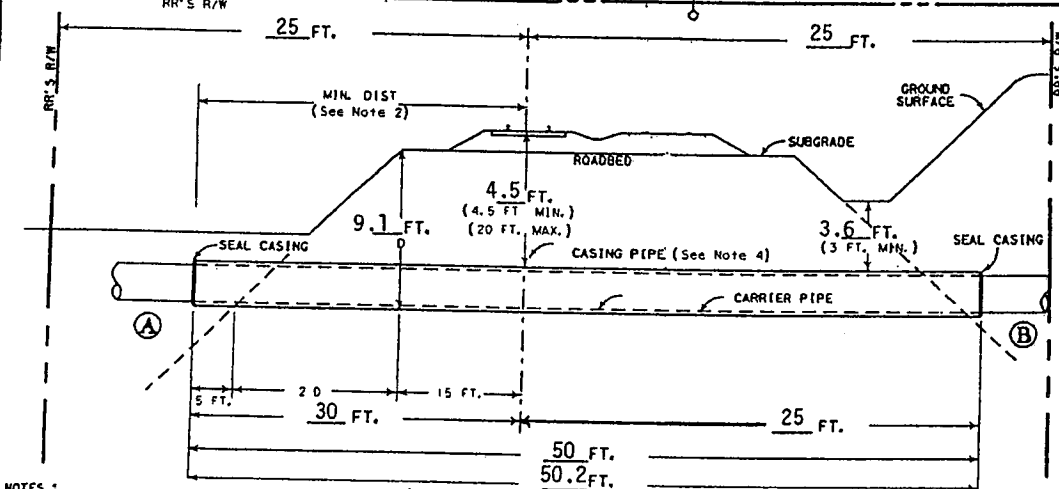


NO SCALE

NOTE: ALL AVAILABLE DIMENSIONS MUST BE  
FILLED IN TO PROCESS THIS APPLICATION.



(NOTE: THIS DIMENSION REQUIRED IN ALL CASES.  
AT LOCATIONS NOT USING SECTIONS, DISTANCE  
TO A LEGAL SURVEY LINE IS REQUIRED)

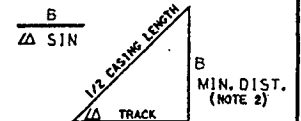


MINIMUM THICKNESS	DIAMETER OF CASING PIPE
.2500"	1 1/4" 12" OR LESS
.3125"	5/16" OVER 12"-18"
.3750"	3/8" OVER 18"-22"
.4375"	7/16" OVER 22"-28"
.5000"	1/2" OVER 28"-34"
.5625"	9/16" OVER 34"-42"
.6250"	5/8" OVER 42"-48"

OVER 48" MUST BE APPROVED BY R. R. CO.

NOTE: THIS CHART IS ONLY FOR SMOOTH STEEL CASING PIPES WITH MINIMUM YIELD STRENGTH OF 35,000 PSI.

FORMULA TO FIGURE CASING LENGTH WITH ANGLE OF CROSSING OTHER THAN 90°



- NOTES:
- ALL HORIZONTAL DISTANCES TO BE MEASURED AT RIGHT ANGLES FROM  $\epsilon$  OF TRACK.
  - CASING TO EXTEND BEYOND THE  $\epsilon$  OF TRACK AT RIGHT ANGLES THE GREATER OF 20 + 20 FT., OR 30 FT., AND BEYOND LIMIT OF RAILROAD RIGHT-OF-WAY IF NECESSARY TO PROVIDE PROPER LENGTH OUTSIDE OF TRACK.
  - MINIMUM OF 50' FROM THE END OF ANY RAILROAD BRIDGE,  $\epsilon$  OF ANY CULVERT, OR FROM ANY SWITCHING AREA.
  - SIGNAL REPRESENTATIVE MUST BE PRESENT DURING INSTALLATION IF RAILROAD SIGNALS ARE IN THE VICINITY OF CROSSING.
  - ALLOWABLE FIXED OBJECTS INCLUDE: BACKWALLS OF BRIDGES;  $\epsilon$  OF ROAD CROSSINGS & OVERHEAD VIADUCTS (GIVE ROAD NAME), OR CULVERTS.
  - CASING AND CARRIER PIPE MUST BE PLACED A MINIMUM OF 2 FEET BELOW THE EXISTING FIBER OPTIC CABLE. ANY EXCAVATION REQUIRED WITHIN 5 FEET OF THE EXISTING FIBER OPTIC CABLE MUST BE HAND DUG.

A) IS PIPELINE CROSSING WITHIN DEDICATED STREET? YES;  NO;

B) IF YES, NAME OF STREET \_\_\_\_\_

D) DISTRIBUTION LINE \_\_\_\_\_ OR TRANSMISSION LINE Gravity Storm Sewer

C) CARRIER PIPE:  
COMMODITY TO BE CONVEYED Storm Water  
OPERATING PRESSURE 0 PSI I.D. = 48"  
WALL THICKNESS 5"; DIAMETER O.D. = \_\_\_\_\_; MATERIAL Concrete;

E) CASING PIPE:  
WALL THICKNESS 5/8"; DIAMETER 66"; MATERIAL Steel;  
NOTE: CASING MUST HAVE 2" CLEARANCE BETWEEN GREATEST OUTSIDE DIAMETER OF CARRIER PIPE AND INTERIOR DIAMETER OF CASING PIPE. WHEN FURNISHING DIMENSIONS, GIVE OUTSIDE OF CARRIER PIPE AND INSIDE OF CASING PIPE.

F) METHOD OF INSTALLING CASING PIPE UNDER TRACK(S):  
 DRY BORE AND JACK (WET BORE NOT PERMITTED);  
 TUNNEL; OTHER \_\_\_\_\_

G) WILL CONSTRUCTION BE BY AN OUTSIDE CONTRACTOR?  YES;  NO;

H) DISTANCE FROM CENTER LINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES TO TRACK 30 FT.

I) APPLICANT HAS CONTACTED 1-800-336-9193, U. P. COMMUNICATION DEPARTMENT, AND HAS DETERMINED FIBER OPTIC CABLE  DOES;  DOES NOT; EXIST IN VICINITY OF WORK TO BE PERFORMED. TICKET NO. 1071457

**EXHIBIT "A"**  
(FOR RAILROAD USE ONLY)

UNION PACIFIC RAILROAD CO.

Springfield  
(SUBDIVISION) 13658+11

M. P. 258.91 E. S. 136+58

ENCASED Storm water CROSSING AT  
Alton Madison IL  
(NEAREST CITY) (COUNTY) (STATE)

City of Alton  
(APPLICANT)

RR FILE NO. 1740-62 DATE 12-16-98

Warning 11-21-2000

IN ALL OCCASIONS, U. P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.  
PHONE 1 1-800-336-9193

## Exhibit A-1

The Railroad's Structural Design Department requires the following for the proposed 58" storm sewer crossing:

1. The local Manager of Track Maintenance shall be notified prior to the applicant boring under Railroad Right of Way.
2. All jacking pits shall be a minimum of 30 feet from the centerline of the nearest track.
3. If the Licensee's or Contractor's personnel or equipment operate within 25 feet of the nearest track, a Railroad flagman will be required at the Licensee's cost. To arrange for a Railroad flagman, the local Manager of Track Maintenance shall be notified by the licensee. This includes any boring operation under Railroad's track.
4. The top of rail shall be monitored for any settlement during the jacking operations. Any deviation of  $\frac{1}{4}$ " or greater will be immediately corrected and reported to the Railroad flagman on duty. All operations must cease when such a deviation exists and will not proceed until corrective measures are taken to correct the problem and the reason for the deviation's occurrence. The boring operation under Railroad's track shall be done without any stoppage over night or weekend.
5. The Railroad's Right of Way shall be returned to its original condition or better when the project is completed.
6. The local Manager of Signal Maintenance shall be contacted by the Licensee for any underground signal lines in the area.

**EXHIBIT B**  
**CONTRACTOR'S RIGHT OF ENTRY AGREEMENT**

**Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.**

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its work and at least ten (10) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such ten (10)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

B. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

C. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period



required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

**Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED**

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

**Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.**

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

**Section 4. LIENS.**

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

**Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.

B. In addition to other indemnity provisions in this Agreement, Contractor shall indemnify, defend and hold Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of Contractor, its agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

**Section 6. PERMITS - COMPLIANCE WITH LAWS.**

In the prosecution of the work covered by this Agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

**Section 7. SAFETY.**

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall at a minimum comply with Railroad's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's safety standards are contrary to good safety practices. Contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

**Section 8. INDEMNITY.**

A. To the extent not prohibited by applicable statute, Contractor shall indemnify, defend and hold harmless Railroad, its affiliates, and its and their officers, agents and employees ("Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Contractor, or any employee of Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by Contractor, or (ii) any act or omission of Contractor, its officers, agents or employees, or (iii) any breach of this agreement by Contractor.

B. The right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.

C. Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by Contractor's own employees. Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify Railroad under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.

D. No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this Agreement may be relied upon or used by Contractor in any attempt to assert liability against Railroad.

E. The provisions of this Section 8 shall survive the completion of any work performed by Contractor or the termination or expiration of this Agreement. In no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Contractor may have to any Indemnified Party by statute or under common law.

**Section 9. RESTORATION OF PROPERTY.**

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

**Section 10. WAIVER OF DEFAULT.**

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

**Section 11. MODIFICATION - ENTIRE AGREEMENT.**

No modification of this Agreement shall be effective unless made in writing and signed by Contractor and Railroad. This Agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

**Section 12. ASSIGNMENT - SUBCONTRACTING.**

Contractor shall not assign or subcontract this Agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors, and shall require all subcontractors to maintain the insurance coverage required to be maintained by Contractor as provided in this Agreement, and to indemnify Contractor and Railroad to the same extent as Railroad is indemnified by Contractor under this Agreement.

**EXHIBIT C**  
**CONTRACTOR'S RIGHT OF ENTRY AGREEMENT**

**Union Pacific Railroad Company**  
**Insurance Provisions For**  
**Contractor's Right of Entry Agreement**

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and the Contractor has removed all equipment and materials from the Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage:

- A. **Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

- B. **Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$2,000,00 for each accident.

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement – Hazardous materials clean up (MCS-90) if required by law.

- C. **Workers Compensation and Employers Liability** insurance. Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excel workers compensation coverage must be provided. Coverage must include liability arising out of the U.S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).
- D. **Railroad Protective Liability** insurance. Contractor must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. A binder stating the policy is in place must be submitted to Railroad before the work may be commenced and until the original policy is forwarded to Railroad.
- E. **Umbrella or Excess** insurance. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.
- F. **Pollution Liability** insurance. Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

#### **Other Requirements**

- G. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement.
- H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.
- I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.
- J. Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

- K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.
- L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

**EXHIBIT D**  
**TO**  
**CONTRACTOR'S RIGHT OF ENTRY AGREEMENT**  
**MINIMUM SAFETY REQUIREMENTS**

The term "employees" as used herein refer to all employees of Contractor as well as all employees of any subcontractor or agent of Contractor.

**I. Clothing**

- A. All employees of Contractor will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Contractor's employees must wear:

- (i) Waist-length shirts with sleeves.
- (ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
- (iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.

- B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.

- C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

**II. Personal Protective Equipment**

Contractor shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- (i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Contractor's company logo or name.
- (ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- (iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
  - 100 feet of a locomotive or roadway/work equipment
  - 15 feet of power operated tools
  - 150 feet of jet blowers or pile drivers
  - 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)



- (iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

### III. On Track Safety

Contractor is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- (i) Maintain a distance of twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
- (ii) Wear an orange, reflectorized workwear approved by the Railroad Representative.
- (iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Contractor must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Contractor will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

### IV. Equipment

- A. It is the responsibility of Contractor to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Contractor's equipment is unsafe for use, Contractor shall remove such equipment from Railroad's property. In addition, Contractor must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:
  - Familiar and comply with Railroad's rules on lockout/tagout of equipment.
  - Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
  - Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound equipment.
- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. **General Safety Requirements**

- A. Contractor shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Contractor shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by Contractor meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
  - (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
  - (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
  - (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment of the opening is less than one car length (50 feet).
  - (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
  - (v) Before stepping over or crossing tracks, look in both directions first.
  - (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.

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

SPECIAL PROVISION  
FOR  
COOPERATION WITH UTILITIES

Effective: January 1, 1999  
Revised: January 1, 2007

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

Replace Article 105.07 of the Standard Specifications with the following:

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

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

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

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

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

(a) Limits of Proposed Construction for Utilities Paralleling the Roadway. For the purpose of this Article, limits of proposed construction for utilities extending in the same longitudinal direction as the roadway, shall be defined as follows:

- (1) The horizontal limits shall be a vertical plane, outside of, parallel to, and 600 mm (2 ft) distant at right angles from the plan or revised slope limits.

In cases where the limits of excavation for structures are not shown on the plans, the horizontal limits shall be a vertical plane 1.2 m (4 ft) outside the edges of structure footings or the structure where no footings are required.

- (2) The upper vertical limits shall be the regulations governing the roadbed clearance for the specific utility involved.
- (3) The lower vertical limits shall be the top of the utility at the depth below the proposed grade as prescribed by the governing agency or the limits of excavation, whichever is less.

(b) Limits of Proposed Construction for Utilities Crossing the Roadway. For the purpose of this Article, limits of proposed construction for utilities crossing the roadway in a generally transverse direction shall be defined as follows:

- (1) Utilities crossing excavations for structures that are normally made by trenching such as sewers, underdrains, etc. and all minor structures such as manholes, inlets, foundations for signs, foundations for traffic signals, etc., the limits shall be the space to be occupied by the proposed permanent construction unless otherwise required by the regulations governing the specific utility involved.
- (2) For utilities crossing the proposed site of major structures such as bridges, sign trusses, etc., the limits shall be as defined above for utilities extending in the same general direction as the roadway.

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

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

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

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

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

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

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

SPECIAL PROVISION  
FOR  
INSURANCE

Effective: February 1, 2007

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

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

CITY OF ALTON, ILLINOIS

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SHEPPARD, MORGAN & SCHWAAB, INC.

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The entities listed above will be indemnified and held harmless in accordance with Article 107.26.

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

SPECIAL PROVISION  
FOR  
PORTLAND CEMENT CONCRETE PAVEMENT (SPECIAL)

Effective May 12, 1964  
Revised January 2, 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.

All work shall be according to Section 420 and applicable provisions of Section 606 except as follows:

420.01 Description. Revise Article 420.01 to read:

"Description. This work shall consist of a pavement with an integral concrete curb composed of portland cement concrete with or without reinforcement, constructed on a prepared subgrade, or subbase, with or without forms."

420.03 Equipment. The following equipment will not be required:

- (c) Mechanical Concrete Spreader
- (e) Mechanical Longitudinal Float

Add the following paragraph to this Article:

"The integral concrete curb shall be formed with a moving finishing template or "mule" of a design approved by the Engineer. The template may be either a part of or separate from the pavement finishing machine and shall be designed so as to produce uniform curb of the exact dimensions required by the plans. It shall incorporate a means of consolidation of the concrete in the curb either by hand spreading or other method approved by the Engineer. If separate from the pavement finishing machine, the template shall be so designed as to cause a minimum displacement of the plastic pavement concrete.

The subgrade template shall be of a design approved by the Engineer and shall be capable of accurately indicating high and low spots in the subgrade with relation to the side forms."

420.04 Preparation of Subgrade or Subbase. Revise the third paragraph of Article 301.06 to read:

"The subgrade shall be brought to true shape by means of a subgrade planer, subgrade machine, and/or other methods approved by the Engineer according to the following:"

Add the following subparagraph (c) to Article 301.07:

"(c) Other methods when approved by the Engineer."

420.06 Forms and Form Setting. Add the following paragraph to Article 420.06:

"Forms for the integral concrete curb with a base width less than the height may be used provided they are stable while the finishing equipment is operated upon them and do not settle under the weight of the finishing machine. If additional form height is added to accommodate the curb template after the passage of the pavement finishing equipment, the form arrangement shall meet with the approval of the Engineer.

420.07 Placing. Add the following paragraphs to Article 420.07:

"An integral concrete curb shall be cast monolithically with the pavement. It shall be formed either as a part of, or immediately following, the placing of the concrete pavement or by other methods approved by the Department.

When the curb is formed in a separate operation from the pavement, it shall be placed immediately following the longitudinal floating operation. Curb concrete shall be thoroughly rodded or spaded into the surface of the pavement concrete while the latter is still in a completely plastic state."

420.05 Joints. Add the following to subparagraph (a) and (b) of Article 420.05:

"Longitudinal construction joints conforming to the details shown on the plans will be permitted at any longitudinal joint location."

Add the following paragraph to subparagraph (c)(2) of this Article:

"The requirement for load transfer assemblies will be as shown on the plans."

Revise subparagraph (e) of this Article to read:

"Transverse Construction Joints. Transverse construction joints shall be constructed in accordance with the details shown on the plans. Transverse construction joints that occur at regular construction joints shall be keyed but not tied, and the thickness of the pavement for a distance of 600 mm (2 feet) in each direction from the joint shall be not less than 200 mm (8 inch). Joints that the contractor makes within the limits of a contraction panel shall be tied with deformed tiebars."

Add the following subparagraph (f) to this Article:

"Integral Concrete Curb Contraction Joint. Contraction joints shall be constructed in the curb in prolongation of the joints in the pavement and shall be constructed in accordance with the plans or as directed by the Engineer."

420.09 Strike Off, Consolidation, and Finishing, Longitudinal Floating, Straitedging, Edging, and Final Finish.

Revise the first sentence of subparagraph (b)(3) of this Article to read:

"This method may be used when approved by the Engineer."



420.19 Method of Measurement. Revise the first paragraph of subparagraph (b) of Article 420.19 to read:

"Portland cement concrete pavement (special) will be measured in place and the area computed in square meters (square yards) completed and accepted. The width for measurement shall be the width from the outsides of the completed pavement, including integral curb when required, as shown on the plans or as directed by the Engineer."

420.20 Basis of Payment. Revise the first paragraph of Article 420.23 to read:

"This work will be paid for at the contract unit prices per square meter (square yard) for PORTLAND CEMENT CONCRETE PAVEMENT (SPECIAL), PORTLAND CEMENT CONCRETE PAVEMENT (SPECIAL) WITH INTEGRAL CURB, HIGH EARLY STRENGTH PORTLAND CEMENT CONCRETE PAVEMENT (SPECIAL), HIGH EARLY STRENGTH PORTLAND CEMENT CONCRETE PAVEMENT (SPECIAL), WITH INTEGRAL CURB of the thickness specified; and at the contract unit price per square meter (square yard) for PAVEMENT FABRIC."

Article 1103.13 Finishing Machine. Revise Article 1103.13 to read:

"The finishing machine shall be of a type approved by the Engineer, shall be self-propelled and shall be capable of striking off, consolidating and finishing concrete of the consistency required by the specifications to the proper crown and grade."

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

Effective: November 2, 2006

Revised: January 2, 2007

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

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

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

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

Where: CA = Cost Adjustment, \$.

BPI<sub>P</sub> = Bituminous Price Index, as published by the Department for the month the work is performed, \$/ton (\$/metric ton).

BPI<sub>L</sub> = Bituminous Price Index, as published by the Department for the month prior to the letting, \$/ton (\$/metric ton).

%AC<sub>V</sub> = Percent of virgin Asphalt Cement in the Quantity being adjusted. For HMA mixtures, the % AC<sub>V</sub> will be determined from the adjusted job mix formula. For bituminous materials applied, a performance graded or cutback asphalt will be considered to be 100% AC<sub>V</sub> and undiluted emulsified asphalt will be considered to be 65% AC<sub>V</sub>.

Q = Authorized construction Quantity, tons (metric tons) (see below).

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

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

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

Where: A = Area of the HMA mixture, sq yd (sq m).

D = Depth of the HMA mixture, in. (mm).

$G_{mb}$  = Average bulk specific gravity of the mixture, from the approved mix design.

V = Volume of the bituminous material, gal (L).

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

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

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

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

Return With Bid

**ILLINOIS DEPARTMENT  
OF TRANSPORTATION**

**OPTION FOR  
BITUMINOUS MATERIALS COST ADJUSTMENTS**

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

**Contract No.:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Contractor's Option:**

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

Yes

No

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

80173

## **CEMENT (BDE)**

Effective: January 1, 2007

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 ( $\text{Al}_2\text{O}_3$ ), maximum 42 percent calcium oxide ( $\text{CaO}$ ), maximum 1 percent magnesium oxide ( $\text{MgO}$ ), maximum 0.4 percent sulfur trioxide ( $\text{SO}_3$ ), maximum 1 percent loss on ignition, and maximum 3.5 percent insoluble residue.

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

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

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

80166

## **DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (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 15 % 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.

**DOWEL BARS (BDE)**

Effective: April 1, 2007

Revise the fifth sentence of Article 1006.11(b) of the Standard Specifications to read:

“The bars shall be epoxy coated according to AASHTO M 284, except the thickness of the epoxy shall be 7 to 12 mils (0.18 to 0.30 mm).”

80178



**ELECTRICAL SERVICE INSTALLATION - TRAFFIC SIGNALS (BDE)**

Effective: January 1, 2007

Add the following to Article 805.02 of the Standard Specifications:

“(d) Wood Pole ..... 1069.04”

Add the following to Article 805.03 of the Standard Specifications:

“When a service pole is necessary, it shall be installed according to Article 830.03(c).”

80167

## ENGINEER'S FIELD OFFICE TYPE A (BDE)

Effective: April 1, 2007

Add the following to Article 670.02 of the Standard Specifications:

- “(n) One wireless data router with wireless network connection to access the Department's network for the exclusive use of the Engineer. The wireless data router shall operate within a temperature range of 32 to 131°F (0 to 55°C) and have the following capabilities.
- (1) Connection.
    - a. CDMA wireless technology with authentication and identification system for security.
    - b. CDMA based EV-DO(rev.A) transmission capabilities.
    - c. EVDO(rev.A) shall be backward compatible through both EVDO(rev0) and 1XRTT.
    - d. Connection shall be capable of compression in order to optimize the connection speed.
  - (2) Router.
    - a. A minimum of four ethernet ports for wired connection.
    - b. Capable of 802.11b & g for wireless LAN interface.
    - c. Configurable ability to port data to fax capabilities through the router using efax or IP fax devices.
    - d. Automatic receipt of IP addresses with DHCP server.
    - e. Configurable OFDM (Orthogonal Frequency Division Multiplexing) technology.
  - (3) Security.
    - a. Configurable capable of 64-bit or 128-bit WEP encryption, and WPA-PSK authentication wireless security (WiFi Protected Access - Pre-shared Key Mode).
    - b. Configurable LAN security: NAT with DHCP, PPTP VPN pass-through, MAC filtering, IP filtering, and filter scheduling.
    - c. Configurable firewall security at the router.”

80179

## **EROSION AND SEDIMENT CONTROL DEFICIENCY DEDUCTION (BDE)**

Effective: April 1, 2007

Revise Article 105.03(a) of the Standard Specifications to read:

"(a) Erosion and Sediment Control Deficiency Deduction. When the Engineer is notified or determines an erosion and/or sediment control deficiency(s) exists, he/she will notify and direct the Contractor to correct the deficiency within a specified time. The specified time, which begins upon notification to the Contractor, will be from 1/2 hour to 1 week based on the urgency of the situation and the nature of the deficiency. The Engineer will be the sole judge.

A deficiency may be any lack of repair, maintenance, or implementation of erosion and/or sediment control devices included in the contract, or any failure to comply with the conditions of the National Pollutant Discharge Elimination System (NPDES) Storm Water Permit for Construction Site Activities. A deficiency may also be applied to situations where corrective action is not an option such as the failure to participate in a jobsite inspection of the project, failure to install required measures prior to initiating earth moving operations, disregard of concrete washout requirements, or other disregard of the NPDES permit.

If the Contractor fails to correct a deficiency within the specified time, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency exists. The calendar day(s) will begin with notification to the Contractor and end with the Engineer's acceptance of the correction. The daily monetary deduction will be either \$1000.00 or 0.05 percent of the awarded contract value, whichever is greater. For those deficiencies where corrective action was not an option, the monetary deduction will be immediate and will be valued at one calendar day."

80180

## ERRATA FOR THE 2007 STANDARD SPECIFICATIONS (BDE)

Effective: January 1, 2007

Revised: April 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 FLANGEWAYS, of the mixture composition specified;" to "MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS;".
- Page 345 Article 505.08(l). In the third line of the first paragraph change "1/8 mm" to "1/8 in.".
- Page 345 Article 505.08(l). In the nineteenth line of the first paragraph change "is" to "in".
- Page 383 Article 516.04(b)(1). In the fifth line of the first paragraph change "drillingpouring" to "pouring".
- Page 390 Article 520.02(h). Change "1027.021" to "1027.01".
- 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 435 Article 542.04(b). Delete the last sentence of the last paragraph.
- 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 800 Article 1030.05(a)(12). Revise "Dust Collection Factor" to "Dust Correction Factor".
- | Page 800 Article 1030.05(a)(14). Revise the first occurrence of Article 1030.05(a)(14) to Article 1030.05(a)(13).
- 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 µm)" to "(600 µm)".
- 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".

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

## **MULTILANE PAVEMENT PATCHING (BDE)**

Effective: November 1, 2002

Pavement broken and holes opened for patching shall be completed prior to weekend or holiday periods. Should delays of any type or for any reason prevent the completion of the work, temporary patches shall be constructed. Material able to support the average daily traffic and meeting the approval of the Engineer shall be used for the temporary patches. The cost of furnishing, placing, maintaining, removing and disposing of the temporary work, including traffic control, shall be the responsibility of the Contractor.

80082

## **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

**PLASTIC BLOCKOUTS FOR GUARDRAIL (BDE)**

Effective: November 1, 2004

| Revised: January 1, 2007

Add the following to Article 630.02 of the Standard Specifications:

| "(g) Plastic Blockouts (Note 1.)

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

80134

## POLYUREA PAVEMENT MARKING (BDE)

Effective: April 1, 2004

Revised: January 1, 2007

Description. This work shall consist of furnishing and applying pavement marking lines.

The type of polyurea pavement marking applied will be determined by the type of reflective media used. Polyurea Pavement Marking Type I shall use glass beads as a reflective media. Polyurea Pavement Marking Type II shall use a combination of composite reflective elements and glass beads as a reflective media.

Polyurea-based liquid pavement markings shall only be applied by Contractors on the list of Approved Polyurea Contractors maintained by the Engineer of Operations and in effect on the date of advertisement for bids.

Materials. Materials shall meet the following requirements:

- (a) Polyurea Pavement Marking. The polyurea pavement marking material shall consist of 100 percent solid two part system formulated and designed to provide a simple volumetric mixing ratio of two components (must be two or three volumes of Part A to one volume of Part B). No volatile or polluting solvents or fillers will be allowed.
- (b) Pigmentation. The pigment content by weight (mass) of component A shall be determined by low temperature ashing according to ASTM D 3723. The pigment content shall not vary more than  $\pm$  two percent from the pigment content of the original qualified paint.

White Pigment shall be Titanium Dioxide meeting ASTM D 476 Type II, Rutile.

Yellow Pigment shall be an Organic Yellow and contain no heavy metals.

- (c) Environmental. Upon heating to application temperature, the material shall not exude fumes which are toxic or injurious to persons or property.
- (d) Daylight Reflectance. The daylight directional reflectance of the cured polyurea material (without reflective media) shall be a minimum of 80 percent (white) and 50 percent (yellow) relative to magnesium oxide when tested using a color spectrophotometer with a 45 degrees circumferential /zero degrees geometry, illuminant C, and two degrees observer angle. The color instrument shall measure the visible spectrum from 380 to 720 nm with a wavelength measurement interval and spectral bandpass of 10 nm. In addition, the color of the yellow polyurea shall visually match Color Number 33538 of Federal Standard 595a with chromaticity limits as follows:

X	0.490	0.475	0.485	0.539
Y	0.470	0.438	0.425	0.456

- (e) Weathering Resistance. The polyurea marking material, when mixed in the proper ratio and applied at 14 to 16 mils (0.35 to 0.41 mm) wet film thickness to an aluminum alloy

panel (Federal Test Std. No. 141, Method 2013) and allowed to cure for 72 hours at room temperature, shall be subjected to accelerated weathering for 75 hours. The accelerated weathering shall be completed by using the light and water exposure apparatus (fluorescent UV - condensation type) and tested according to ASTM G 53.

The cycle shall consist of four hours UV exposure at 122 °F (50 °C) and four hours of condensation at 104 °F (40 °C). UVB 313 bulbs shall be used. At the end of the exposure period, the material shall show no substantial change in color or gloss.

(f) Dry Time. The polyurea pavement marking material, when mixed in the proper ratio and applied at 14 to 16 mils (0.35 to 0.41 mm) wet film thickness and with the proper saturation of reflective media, shall exhibit a no-tracking time of ten minutes or less when tested according to ASTM D 711.

(g) Adhesion. The catalyzed polyurea pavement marking materials when applied to a 4 x 4 x 2 in. (100 x 100 x 50 mm) concrete block, shall have a degree of adhesion which results in a 100 percent concrete failure in the performance of this test.

The concrete block shall be brushed on one side and have a minimum strength of 3500 psi (24,100 kPa). A 2 in. (50 mm) square film of the mixed polyurea shall be applied to the brushed surface and allowed to cure for 72 hours at room temperature. A 2 in. (50 mm) square cube shall be affixed to the surface of the polyurea by means of an epoxy glue. After the glue has cured for 24 hours, the polyurea specimen shall be placed on a dynamic testing machine in such a fashion so that the specimen block is in a fixed position and the 2 in. (50 mm) cube (glued to the polyurea surface) is attached to the dynamometer head. Direct upward pressure shall be slowly applied until the polyurea system fails. The location of the break and the amount of concrete failure shall be recorded.

(h) Hardness. The polyurea pavement marking materials when tested according to ASTM D 2240, shall have a shore D hardness of between 70 and 100. Films shall be cast on a rigid substrate at 14 to 16 mils (0.35 to 0.41 mm) in thickness and allowed to cure at room temperature for 72 hours before testing.

(i) Abrasion. The abrasion resistance shall be evaluated according to ASTM D 4060 using a Taber Abrader with a 1,000 gram load and CS 17 wheels. The duration of the test shall be 1,000 cycles. The loss shall be calculated by difference and be less than 120 mgs. The tests shall be run on cured samples of polyurea material which have been applied at a film thickness of 14 to 16 mils (0.35 to 0.41 mm) to code S-16 stainless steel plates. The films shall be allowed to cure at room temperature for at least 72 hours and not more than 96 hours before testing.

(j) Reflective Media. The reflective media shall meet the following requirements:

(1) Type I - The glass beads shall meet the requirements of Article 1095.07 of the Standard Specifications and the following requirements:

- a. First Drop Glass Beads. The first drop glass beads shall be tested by the standard visual method of large glass spheres adopted by the Department. The beads shall have a silane coating and meet the following sieve requirements:

U.S. Standard Sieve Number	Sieve Size	% Passing By Weight (mass)
12	1.70 mm	95-100
14	1.40 mm	75-95
16	1.18 mm	10-47
18	1.00 mm	0-7
20	850 $\mu$ m	0-5

- b. Second Drop Glass Beads. The second drop glass beads shall meet the requirements of Article 1095.07 of the Standard Specifications for Type B.

- (2) Type II - The combination of microcrystalline ceramic elements and glass beads shall meet the following requirements:

- a. First Drop Glass Beads. The first drop glass beads shall meet the following requirements:

1. Composition. The elements shall be composed of a titania opacified ceramic core having clear and or yellow tinted microcrystalline ceramic beads embedded to the outer surface.
2. Index of Refraction. All microcrystalline reflective elements embedded to the outer surface shall have an index of refraction of 1.8 when tested by the immersion method.
3. Acid Resistance. A sample of microcrystalline ceramic beads supplied by the manufacturer, shall show resistance to corrosion of their surface after exposure to a one percent solution (by weight (mass)) of sulfuric acid. Adding 0.2 oz (5.7 ml) of concentrated acid into the water shall make the one percent acid solution. This test shall be performed by taking a 1 x 2 in. (25 x 50 mm) sample and adhering it to the bottom of a glass tray and placing just enough acid solution to completely immerse the sample. The tray shall be covered with a piece of glass to prevent evaporation and allow the sample to be exposed for 24 hours under these conditions. The acid solution shall be decanted (do not rinse, touch, or otherwise disturb the bead surfaces) and the sample dried while adhered to the glass tray in a 150 °F (66 °C) oven for approximately 15 minutes. Microscope examination (20X) shall show no white (corroded) layer on the entire surface.

- b. Second Drop Glass Beads. The second drop glass beads shall meet the requirements of Article 1095.07 of the Standard Specifications for Type B or the following manufacturer's specification:

1. Sieve Analysis. The glass beads shall meet the following sieve requirements:

U.S. Standard Sieve Number	Sieve Size	% Passing By Weight (mass)
20	850 $\mu\text{m}$	100
30	600 $\mu\text{m}$	75-95
50	300 $\mu\text{m}$	15-35
100	150 $\mu\text{m}$	0-5

The manufacturer of the glass beads shall certify that the treatment of the glass beads meets the requirements of the polyurea manufacturer.

2. Imperfections. The surface of the glass beads shall be free of pits and scratches. The glass beads shall be spherical in shape and shall contain a maximum of 20 percent by weight (mass) of irregular shapes when tested by the standard method using a vibratile inclined glass plate as adopted by the Department.
  3. Index of Refraction. The index of refraction of the glass beads shall be a minimum of 1.50 when tested by the immersion method at 77 °F (25 °C).
- (k) Packaging. Microcrystalline ceramic reflective elements and glass beads shall be delivered in approved moisture proof bags or weather resistant bulk boxes. Each carton shall be legibly marked with the manufacturer, specifications and type, lot number, and the month and year the microcrystalline ceramic reflective elements and/or glass beads were packaged. The letters and numbers used in the stencils shall be a minimum of 1/2 in. (12.7 mm) in height.
- (1) Moisture Proof Bags. Moisture proof bags shall consist of at least five ply paper construction unless otherwise specified. Each bag shall contain 50 lb (22.7 kg) net.
  - (2) Bulk Weather Resistance Boxes. Bulk weather resistance boxes shall conform to Federal Specification PPP-8-640D Class II or latest revision. Boxes are to be weather resistant, triple wall, fluted, corrugated-fiber board. Cartons shall be strapped with two metal straps. Straps shall surround the outside perimeter of the carton. The first strap shall be located approximately 2 in. (50 mm) from the bottom of the carton and the second strap shall be placed approximately in the middle of the carton. All cartons shall be shrink wrapped for protection from moisture. Cartons shall be lined with a minimum 4 mil polyester bag and meet Interstate Commerce Commission requirements. Cartons shall be approximately 38 x 38 in. (1 x 1 m), contain 2000 lb (910 kg) of microcrystalline ceramic reflective elements and/or glass beads and be supported on a wooden pallet with fiber straps.
- (l) Packaging. The material shall be shipped to the job site in substantial containers and shall be plainly marked with the manufacturer's name and address, the name and color of the material, date of manufacture, and batch number.
- (m) Verification. Prior to approval and use of the polyurea pavement marking materials, the manufacturer shall submit a notarized certification of an independent laboratory, together with the results of all tests, stating these materials meet the requirements as set forth

herein. The certification test report shall state the lot tested, manufacturer's name, brand name of polyurea and date of manufacture. The certification shall be accompanied by one 1 pt (1/2 L) samples each of Part A and Part B. Samples shall be sent in the appropriate volumes for complete mixing of Part A and Part B.

After approval by the Department, certification by the polyurea manufacturer shall be submitted for each batch used. New independent laboratory 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.

(n) Acceptance samples. Acceptance samples shall consist of one 1 pt (1/2 L) samples of Part A and Part B, of each lot of paint. Samples shall be sent in the appropriate volumes for complete mixing of Part A and Part B. The samples shall be submitted to the Department for testing, together with a manufacturer's certification. The certification shall state the formulation for the lot represented is essentially identical to that used for qualification testing. All, acceptance samples will be taken by a representative of the Department. The polyurea pavement marking materials shall not be used until tests are completed and they have met the requirements as set forth herein.

(o) Material Retainage. The manufacturer shall retain the test sample for a minimum of 18 months.

Equipment. The polyurea pavement marking compounds shall be applied through equipment specifically designed to apply two component liquid materials, glass beads and/or reflective elements in a continuous and skip-line pattern. The two-component liquid materials shall be applied after being accurately metered and then mixed with a static mix tube or airless impingement mixing guns. The static mixing tube or impingement mixing guns shall accommodate plural component material systems that have a volumetric ratio of 2 to 1 or 3 to 1. This equipment shall produce the required amount of heat at the mixing head and gun tip and maintain those temperatures within the tolerances specified. The guns shall have the capacity to deliver materials from approximately 1.5 to 3 gal/min (5.7 to 11.4 L/min) to compensate for a typical range of application speeds of 6 to 8 mph (10 to 13 km/h). The accessories such as spray tip, mix chamber, and rod diameter shall be selected according to the manufacturer's specifications to achieve proper mixing and an acceptable spray pattern. The application equipment shall be maneuverable to the extent that straight lines can be followed and normal curves can be made in a true arc. This equipment shall also have as an integral part of the gun carriage, a high pressure air spray capable of cleaning the pavement immediately prior to making application.

The equipment shall be capable of spraying both yellow and white polyurea, according to the manufacturer's recommended proportions and be mounted on a truck of sufficient size and stability with an adequate power source to produce lines of uniform dimensions and prevent application failure. The truck shall have at least two polyurea tanks each of 110 gal (415 L) minimum capacity and be equipped with hydraulic systems and agitators. It shall be capable of placing stripes on the left and right sides and placing two lines on a three-line system simultaneously with either line in a solid or intermittent pattern, in yellow or white, and applying the appropriate reflective media according to manufacturer's recommendations. All guns shall be in full view of operations at all times. The equipment shall have a metering device to register

the accumulated installed quantities for each gun, each day. Each vehicle shall include at least one operator who shall be a technical expert in equipment operations and polyurea application techniques. Certification of equipment shall be provided at the pre-construction conference.

The mobile applicator shall include the following features:

- (a) Material Reservoirs. The applicator shall provide individual material reservoirs, or space for the storage of Part A and Part B of the resin composition.
- (b) Heating Equipment. The applicator shall be equipped with heating equipment of sufficient capacity to maintain the individual resin components at the manufacturer's recommended temperature of  $\pm 5$  °F ( $\pm 2.8$  °C) for spray application.
- (c) Dispensing Equipment. The applicator shall be equipped with glass bead and/or reflective element dispensing equipment. The applicator shall be capable of applying the glass beads and/or reflective elements at a rate and combination indicated by the manufacturer.
- (d) Volumetric Usage. The applicator shall be equipped with metering devices or pressure gauges on the proportioning pumps as well as stroke counters to monitor volumetric usage. Metering devices or pressure gauges and stroke counters shall be visible to the Engineer.
- (e) Pavement Marking Placement. The applicator shall be equipped with all the necessary spray equipment, mixers, compressors and other appurtenances to allow for the placement of reflectorized pavement markings in a simultaneous sequence of operations.

The Contractor shall provide an accurate temperature-measuring device(s) that shall be capable of measuring the pavement temperature prior to application of the material, the material temperature at the gun tip and the material temperature prior to mixing.

#### CONSTRUCTION REQUIREMENTS

General. The pavement shall be cleaned by a method approved by the Engineer to remove all dirt, grease, glaze, or any other material that would reduce the adhesion of the markings with minimum or no damage to the pavement surface. New portland cement concrete pavements shall be air-blast-cleaned to remove all latents.

Widths, lengths, and shapes of the cleaned surface shall be of sufficient size to include the full area of the specified pavement marking to be placed.

The cleaning operation shall be a continuous moving operation process with minimum interruption to traffic.

Markings shall be applied to the cleaned surfaces on the same calendar day. If this cannot be accomplished, the surface shall be re-cleaned prior to applying the markings. No markings shall be applied until the Engineer approves the cleaning.



The pavement markings shall be applied to the cleaned road surface, during conditions of dry weather and subsequently dry pavement surfaces at a minimum uniform wet thickness of 15 mils (0.4 mm) according to the manufacturer's installation instructions. On new hot-mix asphalt (HMA) surfaces the pavement markings shall be applied at a minimum uniform wet thickness of 20 mils (0.5 mm). The application of and combination of reflective media (glass beads and/or reflective elements) shall be applied at a rate specified by the manufacturer. At the time of installation the pavement surface temperature and the ambient temperature shall be above 40 °F (4 °C) and rising. The pavement markings shall not be applied if the pavement shows any visible signs of moisture or it is anticipated that damage causing moisture, such as rain showers, may occur during the installation and set periods. The Engineer will determine the atmospheric conditions and pavement surface conditions that produce satisfactory results.

Using the application equipment, the pavement markings shall be applied in the following manner, as a simultaneous operation:

- (a) The surface shall be air-blasted to remove any dirt and residue.
- (b) The resin shall be mixed and heated according to manufacturer's recommendations and sprayed onto the pavement surface.

The edge of the center line or lane line shall be offset a minimum distance of 2 in. (50 mm) from a longitudinal crack or joint. Edge lines shall be approximately 2 in. (50 mm) from the edge of pavement. The finished center and lane lines shall be straight, with the lateral deviation of any 10 ft (3 m) line not to exceed 1 in. (25 mm).

Notification. The Contractor shall notify the Engineer 72 hours prior to the placement of the markings in order that he/she can be present during the operation. At the time of notification, the Contractor shall provide the Engineer the manufacturer and lot numbers of polyurea and reflective media that will be used.

Inspection. The polyurea pavement markings will be inspected following installation according to Article 780.10 of the Standard Specifications, except, no later than December 15, and inspected following a winter performance period that extends 180 days from December 15.

Method of Measurement. This work will be measured for payment in place, in feet (meters). Double yellow lines will be measured as two separate lines.

Basis of Payment. This work will be paid for at the contract unit price per foot (meter) for POLYUREA PAVEMENT MARKING TYPE I – LINE of the line width specified or for POLYUREA PAVEMENT MARKING TYPE II – LINE of the line width specified.

80119

**PRECAST CONCRETE HANDLING HOLES (BDE)**

Effective: January 1, 2007

Add the following to Article 540.02 of the Standard Specifications:

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

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

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

Add the following to Article 542.02 of the Standard Specifications:

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

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

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

Add the following to Article 550.02 of the Standard Specifications:

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

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

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

Add the following to Article 602.02 of the Standard Specifications:

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

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

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

Add the following to Section 1042 of the Standard Specifications:

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

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

The plug shall be according to the following.

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

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

80171

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

Effective: January 1, 2006

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

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NAMED INSURED & ADDRESS	NUMBER & SPEED OF PASSENGER TRAINS	NUMBER & SPEED OF FREIGHT TRAINS
Union Pacific Railroad Company 1400 Douglas St., Stop 1870 Omaha, NE 68179-1870	0	3 per week @ 10 mph
DOT/AAR No.: 294 509V RR Division:	RR Mile Post: 258.92 RR Sub-Division:	
For Freight/Passenger Information Contact: Dave McKernan For Insurance Information Contact: Cindy Long		Phone: (314) 331-0682 Phone: 1-800-729-7001

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DOT/AAR No.:	RR Mile Post:	
RR Division:	RR Sub-Division:	
For Freight/Passenger Information Contact:		Phone:
For Insurance Information Contact:		Phone:

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Approval of Insurance. The original and one certified copy of each required policy shall be submitted to the following address for approval:

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

The Contractor will be advised when the Department has received approval of the insurance from the railroad(s). Before any work begins on railroad right-of-way, the Contractor shall submit to the Engineer evidence that the required insurance has been approved by the railroad(s). The Contractor shall also provide the Engineer with the expiration date of each required policy.

Basis of Payment. Providing Railroad Protective Liability and Property Damage Liability Insurance will be paid for at the contract unit price per Lump Sum for RAILROAD PROTECTIVE LIABILITY INSURANCE.

80157

**REFLECTIVE CRACK CONTROL TREATMENT (BDE)**

Effective: April 1, 2006  
Revised: January 1, 2007

Revise the third sentence of the first paragraph of Article 443.01 of the Standard Specifications to read:

“Strip reflective crack control treatment shall be either System A, B, C, or D at the option of the Contractor.”

Add the following to Article 443.02 of the Standard Specifications:

“(c) Hot-Poured Joint Sealer ..... 1050.02”

Revise Article 443.09 of the Standard Specifications to Article 443.10.

Revise Article 443.10 of the Standard Specifications to Article 443.11.

Add the following Article to the Standard Specifications:

“**Article 443.09 Reflective Crack Control System D.** The stress relief membrane shall be applied when the surface temperature is a minimum of 50 °F (10 °C) and rising.

- (a) Tack Coat Placement for Membrane. The tack coat shall be applied to the existing surface using one of the following methods.
  - (1) A hand held wand with a nozzle that produces a fan shaped spray to apply the tack coat evenly according to the rate specified by the manufacturer.
  - (2) A hand held wand without a spray nozzle. The tack coat shall be spread with a squeegee according to the rate specified by the manufacturer.
  - (3) A distributor bar attached to a distributor truck, for longitudinal applications only. The distributor bar nozzles shall be set at 20 degrees to the axis of the bar and the tack coat shall be applied according to the rate specified by the manufacturer. Application of the tack coat directly from a distributor bar attached to a distributor truck will not be permitted for transverse applications.

The maximum width of the tack coat application shall be such that the tack coat extends a maximum 1 1/2 in. (40 mm) on both sides of the stress relief membrane strip.

The use of emulsified asphalts and/or cutbacks is prohibited for use as a tack to bond the stress relief membrane to the existing pavement surface.

- (b) Stress Relief Membrane Placement. The open grid woven polyester side of the material shall be placed up with the nonwoven side placed into the tack. The stress relief

membrane shall be centered over the crack or joint on the existing surface and with a minimum of 6 in. (150 mm) of the membrane extending beyond the edges of the joint.

The material shall be laid smooth with no uplifted edges. The stress relief membrane shall be placed and rolled immediately with a riding static drum roller or a rubber tire roller. A maximum of three minutes shall pass between the first and second rolling efforts.

The stress relief membrane shall be butted where transverse and longitudinal joints meet or where two rolls must be joined. When required, the stress relief membrane shall be cut with a razor knife from the woven polyester side.

The stress relief membrane shall be placed at least two hours in advance of paving operations. If application must immediately precede the paving operation, hot-poured joint sealer may be required as a tack coat to bond the stress relief membrane to the existing surface.

- (c) Traffic Exposure. Exposing the membrane to traffic shall be minimized. Small amounts of washed sand may be used to blot excess asphalt cement tack coat when necessary to facilitate movement of traffic or construction equipment over the membrane prior to placement of the overlay. Damaged membranes shall be removed and replaced.
- (d) Paving Tack Coat/Paving. Paving operations shall only begin when the membrane is thoroughly bonded to the existing surface. The membrane may be exposed to moisture and rain prior to the application of the overlay, however, the stress relief membrane must be dry at the time the overlay is placed.

A slow-set emulsified asphalt paving tack coat (such as SS-1, SS-1h, CSS-1, or CSS-1h) shall be applied prior to paving over the membrane. Cutback asphalts shall not be used. Hot-mix asphalt or dry washed sand may be placed ahead of the paver if the membrane is sticking to the tires of the paving equipment. The minimum asphalt overlay thickness (total) shall be 2 in. (50 mm) compacted.

When using a vibratory roller for compaction, it shall be set to the lowest amplitude and highest frequency settings."

Add the following Article to the Standard Specifications:

**"1062.04 Reflective Crack Control System D.** The stress relief membrane shall be 36 in. (900 mm) wide and 0.15 in. (4 mm) thick and shall be a system of materials manufactured in a composite three layer fashion with the following properties.

Stress Relief Membrane		
Property	Value	Test Method

Cold Flex	No cracking or separation of fabric	ASTM D 146 (modified)
Tensile Strength (Peak)	4,000 psi (700 N/mm) min.	ASTM D 412 (modified)
Elongation (at Peak Tensile)	10% min.	ASTM D 412 (modified)
Weight	0.76 lbs/sq ft (3.7 kg/sq m)	
Density (mastic)	69 lbs/cu ft (1100 kg/cu m) min.	ASTM D 70
Thickness	0.15 in. (4 mm)	ASTM E 154-93 Subsection 10.0 ASTM D 1790
Absorption (mastic)	1 % max.	ASTM D 517
Brittleness	Passes	ASTM D 517
Softening Point (mastic)	220 °F (104 °C)	ASTM D 36

The bottom layer of the composite shall be a low strength, nonwoven, geotextile and shall be according to AASHTO M 288-92. The bottom geotextile shall be designed to fully bond with the existing pavement with the help of a tack coat. It shall be capable of accommodating sufficiently large stresses at the joint/crack without breaking its bond with the slab. The middle layer of the composite shall be a viscoelastic membrane designed to prevent water entry into the pavement through the cracks and/or joints in the pavement. It also acts as a stress absorbing member interlayer between the overlay and the underlying pavement. The top layer shall be a high strength woven geotextile with a tensile strength of 4,000 psi (700 N/mm) at five percent strain according to ASTM D 4595. The top geotextile shall be designed to fully bond with the overlay and provide high stiffness and reinforcement to the overlay.

The stress relief membrane shall be stored in an inside enclosure with temperatures not exceeding 120 °F (49 °C). Any material that becomes wet prior to installation shall be removed from the jobsite and discarded.

The grade of asphalt binder tack coat shall be PG 64-22, PG 58-28, or PG 52-28 and shall meet the requirements of Article 1032.05.

Emulsified asphalt for tack coat shall be SS-1, SS-1h, CSS-1, CSS-1h, CSS1hP, or SS-1hP and shall meet the requirements of Article 1032.06.

The manufacturer shall furnish a certification with each shipment of stress relief membrane, stating the amount of product furnished, and that the material complies with these requirements."

80160



## REFLECTIVE SHEETING ON CHANNELIZING DEVICES (BDE)

Effective: April 1, 2007

Revise the seventh paragraph of Article 1106.02 of the Standard Specifications to read:

“At the time of manufacturing, the retroreflective prismatic sheeting used on channelizing devices shall meet or exceed the initial minimum coefficient of retroreflection as specified in the following table. Measurements shall be conducted according to ASTM E 810, without averaging. Sheeting used on cones, drums and flexible delineators shall be reboundable as tested according to ASTM D 4956. Prestriped sheeting for rigid substrates on barricades shall be white and orange.

Initial Minimum Coefficient of Retroreflection candelas/foot candle/sq ft (candelas/lux/sq m) of material				
Observation Angle (deg.)	Entrance Angle (deg.)	White	Orange	Fluorescent Orange
0.2	-4	365	160	150
0.2	+30	175	80	70
0.5	-4	245	100	95
0.5	+30	100	50	40”

Revise the first sentence of the first paragraph of Article 1106.02(c) of the Standard Specifications to read:

“Barricades and vertical panels shall have alternating white and orange stripes sloping downward at 45 degrees toward the side on which traffic will pass.”

Revise the third sentence of the first paragraph of Article 1106.02(d) of the Standard Specifications to read:

“The bottom panels shall be 8 x 24 in. (200 x 600 mm) with alternating white and orange stripes sloping downward at 45 degrees toward the side on which traffic will pass.”

80183

## REINFORCEMENT BARS (BDE)

Effective: November 1, 2005

Revised: January 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	<sup>2/</sup>	<sup>2/</sup>
Chromium	<sup>2/</sup>	<sup>2/</sup>
Molybdenum	<sup>2/</sup>	<sup>2/</sup>
Copper	<sup>2/</sup>	<sup>2/</sup>
Titanium	<sup>2/</sup>	<sup>2/</sup>
Vanadium	<sup>2/</sup>	<sup>2/</sup>
Columbium	<sup>2/</sup>	<sup>2/</sup>
Aluminum	<sup>2/</sup> , <sup>3/</sup>	<sup>2/</sup> , <sup>3/</sup>
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

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

Effective: April 1, 2007

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

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

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

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

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

- (a) Adhesive. The sheeting shall have a Class 1, pre-coated, pressure sensitive adhesive according to ASTM D 4956. The adhesive shall have a protective liner that is easily removed when tested according to ASTM D 4956. The adhesive shall be capable of being applied to new or refurbished aluminum and reflectorized backgrounds without additional adhesive.
- (b) Color. The sheeting shall be uniform in color and devoid of streaks throughout the length of each roll. The color shall conform to the latest appropriate standard color tolerance chart issued by the U.S. Department of Transportation, Federal Highway Administration and to the daytime and nighttime color requirements of ASTM D 4956. Sheeting used for side by side overlay applications shall have a Hunter Lab Delta E of less than 3.
- (c) Coefficient of Retroreflection. When tested according to ASTM E 810, without averaging, the sheeting shall have a minimum coefficient of retroreflection as shown in the following tables. The brightness of the sheeting when totally wet shall be a minimum of 90 percent of the values shown when tested according to the standard rainfall test specified in Section 7.10.1 of AASHTO M 268-84.

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

Type A

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

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

Type AA (0 and 90 degree rotation)

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

Type AA (45 degree rotation)

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

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

Type AP

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

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

Type AZ (0 degree rotation)

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

Type AZ (90 degree rotation)

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

(d) Gloss. The sheeting surface shall exhibit a minimum 85 degree gloss-meter rating of 50 when tested according to ASTM D 523.

(e) Durability. When processed and applied, the sheeting shall be weather resistant.

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

**SEEDING (BDE)**

Effective: July 1, 2004

Revised: January 1, 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 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 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



## THERMOPLASTIC PAVEMENT MARKINGS (BDE)

Effective: January 1, 2007

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

"(2) Pigment. The pigment used for the white thermoplastic compound shall be a high-grade pure (minimum 93 percent) titanium dioxide ( $\text{TiO}_2$ ). The white pigment content shall be a minimum of ten percent by weight and shall be uniformly distributed throughout the thermoplastic compound.

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

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

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

White: Daylight Reflectance .....75 percent min.  
\*Yellow: Daylight Reflectance .....45 percent min.

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

x	0.490	0.475	0.485	0.530
y	0.470	0.438	0.425	0.456"

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

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

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

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

80176

206

## TRAFFIC SIGNAL GROUNDING (BDE)

Effective: April 1, 2006

Revised: January 1, 2007

Revise Article 873.02 of the Standard Specifications to read:

**"873.02 Materials.** Materials shall be according to the following.

Item	Article/Section
(a) Electric Cable – Signal, Lead-in, Communication, Service, and Equipment Grounding Conductor .....	1076.04
(b) Electrical Raceway Materials .....	1088.01"

Revise Article 873.04 of the Standard Specifications to read:

**"873.04 Grounding System.** All traffic signal circuits shall include an equipment grounding conductor according to Article 801.04. The equipment grounding conductor shall consist of a continuous, green, insulated conductor Type XLP, No. 6 AWG, stranded copper installed in raceways and bonded to each metal enclosure (handhole, post, mast arm pole, signal cabinet, etc.). All clamps shall be bronze or copper, UL approved.

A grounding cable with connectors shall be installed between each handhole cover and frame. The grounding cable shall be looped over cable hooks installed in the handholes and 5 ft (1.5 m) of extra cable shall be provided between the frame and cover.

All equipment grounding conductors shall terminate at the ground bus in the controller cabinet. The neutral conductor and the equipment grounding conductor shall be connected in the service installation. At no other point in the traffic signal system shall the neutral and equipment grounding conductors be connected."

Revise Article 873.05 of the Standard Specifications to read:

**"873.05 Method of Measurement.** Electric cable will be measured for payment in feet (meters) in place. The length of measurement shall be the distance horizontally and vertically measured between the changes in direction, including cables in mast arms, mast arm poles, signal posts, and extra cable length as specified in Article 873.03. The vertical cable length shall be measured according to the following schedule.

Location	Cable Length
Foundation (signal post, mast arm pole, controller cabinet)	3 ft (1 m)
Mast Arm Pole (mast arm mounted signal head)	20 ft (6 m)
Mast Arm Pole (bracket mounted signal head attached to mast arm pole)	13 ft (4 m)
Signal Post (bracket or post mounted signal head)	13 ft (4 m)
Pedestrian Push Button	6 ft (2 m)"

Add the following Article to Section 873 of the Standard Specifications:

**"873.06 Basis of Payment.** This work will be paid for at the contract unit price per foot (meter) for ELECTRIC CABLE, of the method of installation (IN TRENCH, IN CONDUIT, or AERIAL SUSPENDED), of the type, size, and number of conductors specified.

The type specified will indicate the method of installation and whether the electric cable is Service, Signal, Lead-in, Communication, or Equipment Grounding Conductor."

Revise the heading of Article 1076.04 of the Standard Specifications to read:

**"1076.04 Electric Cable – Signal, Lead-in, Communication, Service, and Equipment Grounding Conductor."**

Add the following paragraph to the end of Article 1076.04 of the Standard Specifications:

"(e) Equipment Grounding Conductor. The cross linked polyethylene (XLP) insulated conductor shall be according to Articles 1066.02 and 1066.03. The stranded copper conductor shall be No. 6 AWG and the insulation color shall be green."

80161

**VARIABLY SPACED TINING (BDE)**

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

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

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

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

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

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

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

**WATER BLASTER WITH VACUUM RECOVERY (BDE)**

Effective: April 1, 2006

| Revised: January 1, 2007

Add the following to Article 783.02 of the Standard Specifications.

| “(c) Water Blaster with Vacuum Recovery ..... 1101.12”

| Revise Article 1101.12 of the Standard Specifications to read.

| **“1101.12 Water Blaster with Vacuum Recovery.** The water blaster shall remove the stripe from the pavement using a high pressurized water spray with a vacuum recovery system to provide a clean, almost dry surface, without the use of a secondary cleanup process. The removal shall be to the satisfaction of the Engineer. The equipment shall contain a storage system that allows for the storage of the wastewater while retaining the debris. The operator shall be in immediate control of the blast head.”

80163

**WORKING DAYS (BDE)**

Effective: January 1, 2002

The Contractor shall complete the work within **150** working days.

80071

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

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

**ATTACHMENTS**

- A. Employment Preference for Appalachian Contracts  
(included in Appalachian contracts only)

**I. GENERAL**

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4 and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. Selection of Labor: During the performance of this contract, the contractor shall not:

- a. Discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
- b. Employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

**II. NONDISCRIMINATION**

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.